

United States

Vol 2144

Circuit Court of Appeals

For the Ninth Circuit.

see Vols to 2150 dmc

PACIFIC COAST COAL COMPANY, a corporation, et al. Claimants,

Appellants,

vs.

ALASKA STEAMSHIP COMPANY, a corporation, Owner of the American Steamship DENALI,

Appellee.

UNITED STATES OF AMERICA,

Appellant,

vs.

ALASKA STEAMSHIP COMPANY, a corporation, Owner of the American Steamship DENALI,

Appellee.

Apostles on Appeals

In Twelve Volumes

FILED

VOLUME I

Pages 1 to 448

1938

PAUL P. OWEN

Upon Appeals from the District Court of the United States for the Western District of Washington, Northern Division.

United States
Circuit Court of Appeals

For the Ninth Circuit.

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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]

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In the United States District Court for the Western District of Washington, Northern Division.

In Admiralty No. 13,642.

In the Matter of the Petition of ALASKA STEAMSHIP COMPANY, a corporation, owner of the steamship "DENALI", for Limitation of Liability.

INTRODUCTORY STATEMENT.

The above entitled cause in admiralty was commenced upon September 4, 1935, by the filing of petition for limitation of and exoneration from liability.

Parties (Appellee and Appellants).

Petitioner (appellee) is Alaska Steamship Company, a corporation.

Cargo claimants (appellants) are the United States of America and the following: Pacific Coast Coal Company, a corporation, George Hogg & Company, a corporation, Blue Island Packing Company, a corporation, Anderson Bros. Machine & Iron Works, Inc., a corporation, Schwabacher Hardware Company, a corporation, Seattle Boiler Works, a corporation, Puget Sound Sheet Metal Works, a corporation, Annette Island Canning Co., a corporation, F. S. Lang Manufacturing Co., a corporation, Kieckhefer Container Company, a corporation, United States Printing & Lithograph Company, a corporation, Arden Salt Company, a corporation, Smith Cannery Machines Company, a corporation,

Kelley Clarke Company, a corporation, Continental Can Company, Inc., a corporation, Kadiak Fisheries Company, a [1*] corporation, American Can Company, a corporation, J. E. Shields & Co., Inc., a corporation, Fibreboard Products, Inc., a corporation, National Adhesives Corporation, a corporation, Chugash Gold Mines, Inc., a corporation, E. I. DuPont de Nemours & Co., Inc., a corporation, Gilson Mercantile Company, a corporation, Northern Commercial Company, a corporation, Standard Oil Company, a corporation, Western Engineering Corporation, a corporation, O. J. Reinseth, John A. Roebling's Sons Company of California, a corporation, W. E. Shaver, Pioneer Sea Foods Co., a corporation, San Juan Fishing & Packing Company, a corporation, Northwestern Wooden Ware Co., a corporation, Nakat Packing Corporation, a corporation, Asbestos Supply Company, a corporation, Camp Lewis Tent & Awning Co., a corporation, Carman Manufacturing Company, a corporation, Marshall-Wells Company, a corporation, National Grocery Company, a corporation, Oakite Products, Inc., a corporation, Seattle Steel Company, a corporation, Westinghouse Pacific Coast Brake Company, a corporation, Judson L. Thomson Mfg. Company, a corporation, Fidalgo Island Packing Co., a corporation, Longview Fibre Company, a corporation, Chatham Strait Fish Company, a corporation, Atlas Engine Company, a corporation, O. L.

*Page numbering appearing at the foot of page of original certified Transcript of Record.

Grimes, doing business as Grimes Packing Company, Nabesna Mining Corporation, a corporation, Apex Fish Company, a corporation, V. S. Jenkins, doing business as V. S. Jenkins Company, Ted E. Benson, L. Sumner, Ed Atkinson, George Faucett, Louis Summers, George Fawcett, Shepard Point Packing Co., a corporation, Western Cooperage Company, a corporation, Sebastian Stuart Fish Company, a corporation, Columbia Steel Company, a corporation, York Ice Machinery Corporation, a corporation, Washington Creamery Co., a corporation. Schwabacher Bros. & Co., Inc. a corporation, [2] Pacific Meat & Packing Company, a corporation, Pacific Fruit & Produce Company, a corporation, Lockwood Lumber Company, a corporation, Galbraith & Co., a corporation, Fisheries Supply Company, a corporation, Armour and Company, a corporation, Atlas Powder Company, a corporation, Seattle Hardware Company, a corporation, Evans, Jones Coal Company, a corporation, Metlakatla Commercial Co., a corporation, The Great Atlantic and Pacific Tea Company, a corporation, Fisher & Smith Bag Co., a corporation, The Rath Packing Company, a corporation, and Pacific Marine Supply Company, a corporation.

Proctors' Names and Addresses

The proctors of record for petitioner (appellee) Alaska Steamship Company are Bogle, Bogle & Gates, Central Building, Seattle, Washington.

The proctors of record for claimant (appellant) United States of America are J. Charles Dennis, United States District Attorney, and Frank A. Pellegrini, Assistant United States District Attorney, Post Office Building, Seattle, Washington.

The proctors of record for claimants (appellants) Pacific Coast Coal Company, et al., are Bigham, Englar, Jones & Houston, 99 John Street, New York City, N. Y., and Hayden, Merritt, Summers & Bucey, Central Building, Seattle, Washington.

Parties (Not Appellant)

Cargo claimants Deep Sea Salmon Company, a corporation, and Chevrolet Motor Company, a corporation, appearing by their proctor Lynwood W. Fix, Central Building, Seattle, Washington, [3] and General Petroleum Corporation, a corporation, appearing by its proctor Thomas E. Geraghty, 1519 Railroad Avenue South, Seattle, Washington, filed no answer to the petition for limitation and exoneration and have not appealed.

Dates of Filings.

The petition for limitation and exoneration was filed September 4, 1935.

Trustee's oath, trustee's receipt and trustee's bond were filed September 6, 1935.

Deed of transfer of property to trustee was filed September 9, 1935.

Order directing issuance of monition, appointing commissioner, restraining suits, etc., was filed September 9, 1935.

Claims of Pacific Coast Coal Company, et al, were filed with A. C. Bowman, Commissioner, and with the Clerk of the District Court on November 8, 1935.

Claim of United States of America was filed with said Commissioner and said Clerk on November 9, 1935.

Answer of claimants Pacific Coast Coal Company, et al, to petition, with interrogatories, was filed November 20, 1935.

Answer of claimant United States of America to petition, with interrogatories, was filed November 22, 1935.

Amended answer of claimants Pacific Coast Coal Company, et al, together with interrogatories, was filed April 7, 1936.

Amended answer of claimant United States of America, together with interrogatories, was filed April 14, 1936.

Petitioner's answers to interrogatories were filed July 10, 1936. [4]

Petitioner's objections and answers to claims of Pacific Coast Coal Company, et al, together with interrogatories, were filed May 11, 1937.

Petitioner's objections and answers to claim of United States of America, together with interrogatories, was filed May 12, 1937.

Answers of claimants Pacific Coast Coal Company, et al, to interrogatories, filed July 8, 1937.

Answer of claimant United States of America to interrogatories filed July 9, 1937.

Petitioner's supplemental objections and answers to claims of Pacific Coast Coal Company, et al, filed July 8, 1937.

Petitioner's supplemental objections and answers to claim of United States of America filed July 8, 1937.

Property Surrendered

Petitioner conveyed to Charles E. Allen, Trustee, its interest in the wreck of the steamship "Denali" by deed of transfer filed September 9, 1935, and paid to him pending freight and passenger fares in the sum of \$1823.29, as evidenced by trustee's receipt filed September 6, 1935.

Trial Judge

The name of the judge before whom the above entitled cause was tried is the Honorable John C. Bowen, United States District Judge for the Western District of Washington, Northern Division, Seattle, Washington. [5]

Reference to Commissioner

Appointment of A. C. Bowman as Commissioner for the presentation of claims and proof thereon was made by order of court filed September 9, 1935.

Limitation of Issues

However, while claims were filed with said Commissioner, no proofs were presented to or received by the Commissioner, it being agreed between appellee and appellants by stipulation filed October 13, 1937, that the trial be limited to the questions of exoneration and limitation, and that all questions and proofs pertaining to the right of individual claimants to file and assert claims in the above entitled cause be deferred.

Time of Trial

The trial began on October 19, 1937, continuing thereafter from day to day until concluded on the 15th day of December, 1937.

Decree

Findings of Fact, Conclusions of Law and Final Decree were entered by the trial court on the 25th day of April, 1938; by the final decree cargo claims were dismissed and petition for limitation of and exoneration from liability was granted.

Appeal Bond

Cost and supersedeas bond on appeal in the sum of \$5000, in all respects approved by proctors for appellee and the lower court, was filed May 11, 1938. [6]

Appeal

Notice of appeal by appellants Pacific Coast Coal Company, et al., was filed July 19, 1938; notice of

appeal by appellant United States of America was filed July 19, 1938.

Orders allowing appeals by United States of America and by Pacific Coast Coal Company, et al., were filed on July 19, 1938.

Citations on appeal were issued, filed and served upon July 19, 1938.

[Endorsed]: Filed Aug. 25, 1938. [7]

[Title of District Court and Cause.]

ORDER APPOINTING TRUSTEE.

It appearing to this court that a petition was filed herein on the 4th day of September, 1935, by the Alaska Steamship Company, a corporation, as owner of the Steamship Denali, for a limitation of its liability against any and all claims of whatsoever kind or nature arising out of or in connection with the stranding and wrecking of the said Steamship Denali on a reef located off the southeasterly end of Zayas Island in Caamano Passage, British Columbia, on the 19th day of May, 1935, and the subsequent foundering of said steamship several hours thereafter, while on a voyage from Seattle, State of Washington, to Metlakatla, Territory of Alaska, with passengers and freight; and

It further appearing to the court that said petitioner claims the benefits of the limitation of liability provided by Sections 4283, 4284 and 4285 of the

Revised Statutes of the United States of America and the acts amendatory thereof and supplemental thereto, and further desires to contest any and all liability for any and all loss, damage or injury arising out of or in connection with the said stranding, wrecking and foundering of said steamship on her aforesaid voyage; and

It further appearing that said petitioner has prayed this court to appoint a trustee to whom the said wreck of the [8] Steamship Denali may be transferred by said petitioner and to whom the freight and passenger moneys pending and earned by said steamship upon the voyage upon which she was wrecked, which it is alleged amount in all to the sum of \$1,823.29, may be paid, and the court being fully advised in the premises; now, therefore, it is hereby

Ordered that Chas. E. Allen be and he is hereby appointed trustee to receive said transfer of said Steamship Denali, her apparel and appurtenances, from said petitioner, and to receive the said sum of \$1,823.29, being the amount of alleged freight and passenger moneys pending and earned by said steamship on said voyage, and to hold the same for the benefit of claimants herein, and to disburse and dispose of the same under and subject to the orders of this court; and it is hereby

Further Ordered that upon the filing and approval of a bond in the sum of (\$3000.00) Three Thousand dollars conditioned by the usual condi-

tions, and upon the due qualification of such trustee herein appointed, the petitioner herein transfer to said trustee its entire interest in and to said Steamship Denali, her apparel and appurtenances, as she now lies wrecked on or adjacent to a reef situated off the southeasterly end of Zayas Island in Caamano Passage, British Columbia, and that petitioner pay to said trustee the full amount of the freight and passenger moneys pending and earned on the aforesaid voyage, which it is alleged amount to \$1,823.29.

Done in open court this 4th day of September, 1935.

JEREMIAH NETERER

District Judge.

[Endorsed]: Filed Sept. 4, 1935. [9]

[Title of District Court and Cause.]

United States of America,
Western District of Washington,
County of King.—ss.

TRUSTEE'S OATH.

Charles E. Allen, being first duly sworn, on oath deposes and says:

That by order of the above entitled court, entered in the above entitled cause on the 4th day of September, 1935, he was duly appointed Trustee in the above matter, to receive from the Alaska Steamship Company, a corporation, owner of the

Steamship Denali, petitioner in the above entitled cause, a deed of transfer of said petitioner's interest in said Steamship Denali, her apparel and appurtenances, and to receive from said petitioner the total freight and passenger moneys pending and earned by said steamship upon the voyage on which she became stranded, wrecked and foundered, amounting to the sum of \$1,823.29, and to hold the same for the benefit of claimants in said cause, and to disburse the same under and subject to the order of this court; and that he does now accept such appointment as such Trustee and will faithfully and conscientiously perform and discharge the duties of said trust to the best of his ability and will make full and complete return thereof to the above entitled court.

(Signed) CHARLES E. ALLEN

Subscribed and sworn to before me this 5th day of Sept., 1935.

[Seal]

WILLIAM A. BOWLES

Notary Public in and for the State of Washington,
residing at Seattle.

[Endorsed]: Filed Sep. 6, 1935. [10]

[Title of District Court and Cause.]

TRUSTEE'S RECEIPT

Received from Alaska Steamship Company certified check No. B 4770 in the sum of \$1,823.29, freight and passenger moneys pending and earned

by the Steamship Denali, in connection with that certain voyage of the said Steamship Denali which commenced at the Port of Seattle, Washington, on the 16th day of May, 1935, upon which voyage the Steamship Denali, on the 19th day of May, 1935, stranded and foundered and became lost.

Dated this 5th day of September, 1935.

(Signed) CHARLES E. ALLEN

Trustee

[Endorsed]: Filed Sep. 6, 1935. [11]

[Title of District Court and Cause.]

BOND OF TRUSTEE

Know All Men by These Presents:

That we, Charles E. Allen as Principal, and The National Surety Corporation, a corporation organized under the laws of the State of New York and authorized to transact the business of surety in the State of Washington, as Surety, are held and firmly bound unto the United States of America, for the use of all persons who may be interested in the premises, in the full and just sum of \$3,000.00 lawful money of the United States, for the payment of which well and truly to be made we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed this 4th day of September, 1935.

The condition of the foregoing bond is such that whereas in the above entitled cause and by the above entitled court on the 4th day of September, 1935, the above named Principal was appointed trustee to whom the wreck of the Steamship Denali, its equipment and appurtenances, should be transferred by said petitioner in the above entitled proceeding, and to whom the freight and passenger moneys pending and earned by said steamship upon the voyage upon which said steamship was wrecked may be paid, and to hold the same for the benefit of claimants herein, and to disburse and dispose of same under and subject to the orders of the above entitled court; [12]

Now, therefore, if the said Charles E. Allen, as Principal, shall faithfully execute, according to law, the duties of his trust as such trustee, then this obligation shall be void, otherwise to remain in full force and effect.

CHARLES E. ALLEN

Principal

[Seal]

THE NATIONAL SURETY
CORPORATION

By R. R. GRONINGER

Its Attorney in Fact

Surety

Approved Sept. 6, 1935.

JEREMIAH NETERER

Judge

[Endorsed]: Filed Sep. 6, 1935. [13]

[Title of District Court and Cause.]

DEED OF TRANSFER OF PROPERTY
TO TRUSTEE

Whereas, the above named Alaska Steamship Company, a corporation, owner of the Steamship Denali, did on the 4th day of September, 1935, present its libel and petition, as above entitled, to the United States District Court for the Western District of Washington, Northern Division, claiming, for the reasons, causes and circumstances therein mentioned and set forth, the benefit of limitation of liability of the said libelant and petitioner, pursuant to Sections 4283, 4284 and 4285 of the Revised Statutes of the United States of America and the acts amendatory thereof and supplemental thereto, and praying that said court appoint a Trustee pursuant to the provisions of Sections 4284 and 4285 of said Revised Statutes of the United States of America; and did make an offer for the transfer by said petitioner of its entire interest in the said Steamship Denali and the freight and passenger moneys pending and earned by the said vessel on the voyage on which she was wrecked, as alleged in said petition, for the benefit of all persons who may appear as claimants against the said petitioner because of any loss, destruction, damage or injury of whatsoever kind or nature arising out of or in connection with the stranding, wrecking and foundering of the said steamship as alleged in said petition; and [14]

Whereas, on the 4th day of September, 1935, an order was entered in the above entitled matter by the honorable judge of the above entitled court, directing the said petitioner to transfer its interest in the Steamship Denali, her apparel and appurtenances, together with the pending and earned freight and passenger moneys, to Charles E. Allen, of Seattle, Washington, who was duly appointed by said order as Trustee, for the benefit of any person or persons who may have claim against the said petitioner by reason of the stranding, wrecking and foundering of said steamship as in said petition set forth;

Now, therefore, this indenture witnesseth:

That the Alaska Steamship Company, a corporation, in obedience to the said order, and in consideration of the premises, has conveyed, assigned, transferred and delivered over, and by these presents does hereby convey, assign, transfer and deliver over, to the said Charles E. Allen, all and singular the interest of the said petitioner, Alaska Steamship Company, in and to the said Steamship Denali, her engines, tackle, apparel and furniture, and in and to the freight and passenger moneys pending and earned by said vessel on the aforesaid voyage upon which she was wrecked, amounting to the sum of \$1,823.29;

To have and to hold the said, her apparel and appurtenances aforesaid, and her said freight and passenger moneys pending and earned, unto the said Charles E. Allen, as such Trustee, his successors

and assigns, subject to the order, control and direction of the above entitled court.

In testimony whereof, the said Alaska Steamship Company, a corporation, has caused these presents to be executed in its corporate name, by its Vice-President and Secretary, and its corporate seal to be hereunto affixed this [15] 5th day of September, 1935.

[Seal] ALASKA STEAMSHIP COMPANY
a corporation

By T. B. WILSON

Vice-President

By W. T. FORD

Secretary

United States of America,
Western District of Washington,
County of King—ss.

This is to certify that on this 5th day of September, 1935, before me, the undersigned, a notary public in and for the State of Washington, residing at Seattle, duly commissioned and sworn, personally came T. B. Wilson and W. T. Ford, to me known to be the Vice-President and Secretary, respectively, of Alaska Steamship Company, a corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument by authority

and on behalf of said corporation, and that the seal affixed thereto is the corporate seal of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[Seal]

A. J. McLEAN

Notary Public in and for the State of Washington,
residing at Seattle.

Commission expires Jan. 19, 1938.

[Endorsed]: #13642. Pet'r. Ex. 16. Adm.
10/21/37.

[Endorsed]: Filed Sep. 9, 1935. [16]

[Title of District Court and Cause.]

MONITION

The President of the United States to the Marshal
of the above District: Greeting.

Whereas, a libel or petition has been filed in the United States District Court for the Western District of Washington, Northern Division, on the 4th day of September, 1935, by the Alaska Steamship Company, a corporation, owner of the Steamship Denali, her engines, boilers, apparel and appurtenances, and her prepaid freight and passenger moneys earned on the voyage upon which said steamship stranded and foundered, praying the decree of this court that neither said libelant and petitioner nor said Steamship Denali is liable for

any loss, damage, destruction or injury occasioned by or in connection with the stranding, wrecking and foundering of said steamship on the 19th day of May, 1935, while on a voyage from Seattle, State of Washington, to Metlakatla, Territory of Alaska, and for limitation of its liability for or on account of any such loss, damage, destruction or injury, for the reasons and causes in said libel and petition mentioned, and praying that a Monition of this court in that behalf be issued, and that all persons, firms and corporations claiming damages for any such loss, damage, destruction or injury may be cited to [17] appear before the said court and make due proof of their respective claims, and all proceedings being had, that if it shall appear that the said petitioner is not liable for any such loss, damage, destruction or injury, it may be so finally declared by this court; and

Whereas, the petitioner herein has heretofore transferred to Charles E. Allen, Trustee herein, appointed by this court, all its interest in and to said Steamship Denali, her apparel and appurtenances, and has paid to said Trustee the freight and passenger moneys pending and earned by said steamship on the voyage upon which said steamship was wrecked, amounting to the sum of \$1,823.29, all in accordance with the order of this court entered on the 4th day of September, 1935, and the court has ordered that a Monition issue against all persons claiming damage for any loss, damage, destruction or injury done, occasioned or incurred by reason

of or in connection with the stranding and foundering of said steamship, citing them to appear and make due proof of their respective claims;

You are therefore commanded to cite all persons claiming damages for any loss, destruction or injury occasioned or incurred by reason of said stranding and foundering of said steamship to appear before this court and make due proof of their respective claims before A. C. Bowman, United States Commissioner, at his office Central Building, Seattle, Washington, United States of America, on or before the 12th day of November, 1935, at 10:00 o'clock in the forenoon; and you are also commanded to cite such claimants to appear and answer the allegations of the libel and petition herein on or before said last mentioned date, or within such further time as this court may grant, and to have and receive such relief as [18] may be due.

And what you have done in the premises do you then return to this court, together with this writ.

Witness the Honorable Jeremiah Neterer, Judge of the above entitled court, this 9th day of September, 1935.

[Seal]

EDGAR M. LAKIN

Clerk

By TRUMAN EGGER

Deputy [19]

RETURN ON SERVICE OF WRIT

United States of America,
Western District of Washington—ss.

I hereby certify and return that I served the annexed Monition on the therein-named J. Charles Dennis, United States District Attorney, and Hayden, Merritt, Summers and Bucey, Attorneys, by handing to and leaving a true and correct copy thereof with J. Charles Dennis, U. S. District Attorney, and G. H. Bucey, respectively, personally at Seattle in said District on the 10th day of September, A. D. 1935.

A. J. CHITTY

U. S. Marshal

By JAMES BRIDGES

Deputy

Marshal's fees: \$4.20.

[Endorsed]: Filed Sep. 11, 1935.

RETURN ON SERVICE OF WRIT

United States of America,
Western District of Washington—ss.

I hereby certify and return that I received the annexed Monition on the 10th day of September, 1935, and thereafter on the same date I posted one certified copy of said Monition in the County-City Building, and two certified copies of said Monition in the Post Office Building, personally at Seattle

in said District on the 10th day of September, A. D. 1935.

A. J. CHITTY

U. S. Marshal

By JAMES BRIDGES

Deputy

Marshal's fees: \$0.75.

[Endorsed]: Filed Sep. 11, 1935. [20]

[Title of District Court and Cause.]

INTERLOCUTORY DECREE OF DEFAULT.

It appearing to this court that pursuant to its order entered in the above entitled proceeding on the 9th day of September, 1935, wherein it was ordered, adjudged and decreed that a monition issue out of and under the seal of this court against all persons, firms or corporations claiming damage, loss, destruction or injury of whatsoever kind or nature arising out of or in connection with the stranding, wrecking, and foundering of the said SS Denali on the 19th day of May, 1935, while engaged on a voyage from Seattle, State of Washington, bound for Metlakatla, Territory of Alaska, and other ports within said Territory, citing such persons, firms and corporations and each of them to appear before this court and to make due proof of their respective claims on or before the 12th day of November, 1935, at the hour of ten o'clock A. M., and appointing A. C. Bowman as Commissioner of

this court before whom all such claims should be presented and due proof thereof made, and further ordering and decreeing that notice of said monition be given by posting true and correct copies thereof on the bulletin boards of the United States Post Office, the United States Court Building, and the County-City Building (wherein sessions of the Superior Court of the State of Washington for King County are held), all in the City of Seattle, King County, Washington; and that further notice of said monition be given by publishing notice [21] in the Daily Journal of Commerce, a daily paper, published in the City of Seattle, King County, Washington, once a day for fourteen days, and thereafter once a week until the said 12th day of November, 1935, and further ordering that a copy of the said monition and of said order be served at least thirty days before the return day of the said monition upon the said Pacific Coast Coal Company and each and all of the libellants named in that certain cause entitled "Pacific Coast Coal Company, et al., Libellants, vs. Alaska Steamship Company, Respondent," being cause No. 13633 of the United States District Court for the Western District of Washington, Northern Division, in Admiralty, by serving the same upon Messrs. Hayden, Merritt, Summers & Bucey, proctors for the above named libellants and claimants; and further ordering that a copy of said monition and of said order be served at least thirty days before the return day of the said monition upon the United

States of America, libellant named in that certain cause entitled "United States of America, Libellant, vs. Alaska Steamship Company, a corporation, Respondent", being cause No. 13632, of the United States District Court for the Western District of Washington, Northern Division, in Admiralty, by serving the same upon J. Charles Dennis, United States District Attorney, and F. A. Pellegrini, Assistant United States Attorney, proctors for said libellant and claimant; and it further appearing that a monition duly issued under the hand and seal of this court commanding the Marshal of the United States for the Western District of Washington, Northern Division, to cite all persons claiming damage, loss, destruction or injury of whatsoever kind and nature arising out of or in connection with the said stranding, wrecking and foundering of the said SS Denali on the 19th day of May, 1935, while engaged upon a voyage from Seattle, State of Washington, bound for Metlakatla, Territory of [22] Alaska, and other ports in said Territory, to appear before said court and make due proof of their respective claims before A. C. Bowman, United States Commissioner, at his office in the Central Building, in the City of Seattle, Washington, on or before the 12th day of November, 1935, at the hour of ten o'clock A. M., and further commanding the said Marshal to cite all such claimants to appear and answer the allegations of the libel and petition herein on or before said last mentioned date; and

It further appearing from the return of the said

Marshal of the United States for the Western District of Washington, Northern Division, on file herein, that he posted true and correct copies of said monition and citation on the bulletin boards of the United States Post Office, the United States Court Building, and the County-City Building (wherein sessions of the Superior Court of the State of Washington for King County are held), all in the City of Seattle, King County, Washington, on the 10th day of September, 1935, and that he caused the said monition and citation to be published in the Daily Journal of Commerce, a daily paper published in the City of Seattle, County of King, State of Washington, once a day for fourteen days commencing on the 10th day of September, 1935, and once a week thereafter until the 12th day of November, 1935, and that he further served a copy of said monition and citation and a copy of the aforementioned order dated September 9, 1935, upon said Pacific Coast Coal Company and each and all of the libellants named in that certain cause entitled, "Pacific Coast Coal Company, et al., Libellants, vs. Alaska Steamship Company, Respondent," being cause No. 13633 of the United States District Court for the Western District of Washington, Northern Division, in Admiralty, by serving the same upon Messrs. Hayden, Merritt, Summers & Bucey, proctors for the said claimants on the 10th day of September, [23] 1935, and that he further served a copy of said monition and citation and a copy of the above mentioned order dated September 9, 1935,

upon United States of America, libellant named in that certain cause entitled "United States of America, Libellant, vs. Alaska Steamship Company, a corporation, Respondent", being cause No. 13632, of the United States District Court for the Western District of Washington, Northern Division, in Admiralty, by serving the same upon J. Charles Dennis, United States District Attorney, and F. A. Pellegrini, Assistant United States Attorney, proctors for said libellant and claimant, United States of America, on the 10th day of September, 1935; and

It further appearing from the affidavit of M. F. Brown, one of the publishers of the Daily Journal of Commerce, which is on file herein, that notice of said motion was given by publishing notice thereof in the Daily Journal of Commerce, a daily paper published in the City of Seattle, King County, Washington, once a week for fourteen days commencing on the 10th day of September, 1935, and ending on the 24th day of September, 1935, and further publishing notice thereof in said newspaper thereafter once a week until said 12th day of November, 1935; and

It further appearing to the court that the Hon. A. C. Bowman, United States Commissioner, has filed his report herein showing that the following persons, firms and corporations have filed claims in amounts specified therein, before the said Commissioner in this proceeding on or before the 12th day of November, 1935, at ten o'clock A. M., that is:

Pacific Coast Coal Company, a corporation,
 George Hogg & Company, a corporation,
 Blue Island Packing Company, a corporation,
 Anderson Bros. Machine & Iron Works, Inc., a
 corporation,

Schwabacher Hardware Company, a corporation,
 Seattle Boiler Works, a corporation,
 Puget Sound Sheet Metal Works, a corporation,

[24]

Annette Island Canning Co., a corporation,
 F. S. Lang Manufacturing Co., a corporation,
 Hieckhefer Container Company, a corporation,
 United States Printing & Lithograph Company,
 a corporation,

Arden Salt Company, a corporation,
 Smith Cannery Machines Company, a corpora-
 tion,

Kelley Clarke Company, a corporation,
 Continental Can Company, Inc., a corporation,
 Kadiak Fisheries Company, a corporation,
 American Can Company, a corporation,
 J. E. Shields & Co., Inc., a corporation,
 Fibreboard Products, Inc., a corporation,
 National Adhesives Corporation, a corporation,
 Chugach Gold Mines, Inc., a corporation,
 E. I. DuPont de Nemours & Co., Inc., a corpora-
 tion,

Gilson Mercantile Company, a corporation,
 Northern Commercial Company, a corporation,
 Standard Oil Company, a corporation,
 Western Engineering Corporation, a corporation,
 O. J. Reinseth,

John A. Roebling's Sons Company of California,
a corporation,

W. E. Shaver,

Pioneer Sea Foods Co., a corporation,

San Juan Fishing & Packing Company, a corporation,

Northwestern Wooden Ware Co., a corporation,

Nakat Packing Corporation, a corporation,

Asbestos Supply Company, a corporation,

Camp Lewis Tent & Awning Co., a corporation,

Carman Manufacturing Company, a corporation,

Marshall-Wells Company, a corporation,

National Grocery Company, a corporation,

Oakite Products, Inc., a corporation,

Seattle Steel Company, a corporation,

Westinghouse Pacific Coast Brake Company, a corporation,

Judson L. Thompson Mfg. Company, a corporation,

Fidalgo Island Packing Co., a corporation,

Longview Fibre Company, a corporation,

Chatham Strait Fish Company, a corporation,

Atlas Engine Company, a corporation.

O. L. Grimes, doing business as Grimes Packing Company,

Nabesna Mining Corporation, a corporation.

Apex Fish Company, a corporation,

V. S. Jenkins, doing business as V. S. Jenkins Company,

Ted E. Benson,

L. Sumner,

Ed Atkinson,
George Faucett,
Louis Summers,
George Fawcett,
Shepard Point Packing Co., a corporation,
Western Cooperage Company, a corporation,
Sebastian Stuart Fish Company, a corporation,
Columbia Steel Company, a corporation,
York Ice Machinery Corporation, a corporation,
Washington Creamery Co., a corporation,
Schwabacher Bros. & Co., Inc., a corporation,
Pacific Meat & Packing Company, a corporation,
Pacific Fruit & Produce Company, a corporation,
Lockwood Lumber Company, a corporation, [25]
Galbraith & Co., a corporation,
Fisheries Supply Company, a corporation,
Armour and Company, a corporation,
Atlas Powder Company, a corporation,
Seattle Hardware Company, a corporation,
Evans, Jones Coal Company, a corporation,
Metlakatla Commercial Company, a corporation,
The Great Atlantic and Pacific Tea Company, a
corporation,
Fisher & Smith Bag Co., a corporation,
The Rath Packing Company, a corporation, and
Pacific Marine Supply Company, a corporation,
and
United States of America,
General Petroleum Corporation of California, a
corporation,
Deep-Sea Salmon Company, a corporation,
Chevrolet Motor Co., a corporation,

and that no other persons, firms or corporations have filed any claims or notice of claims in this proceeding; and the court being fully advised in the premises, now therefore, upon motion of Messrs. Bogle, Bogle & Gates, proctors for the said petitioner,

It is hereby ordered, adjudged and decreed, that all persons, firms and corporations other than the said persons, firms, or corporations who have heretofore filed their claims with the said A. C. Bowman, United States Commissioner, on or before the return day of said monition, as specifically appears in the return of the said Commissioner on file herein, claiming damages for loss, destruction or injury of any kind or nature arising out of or in connection with the stranding, wrecking and foundering of the said SS Denali while engaged upon the aforesaid voyage from Seattle, State of Washington, bound for Metlakatla, Territory of Alaska, and other ports within said Territory, be and they are hereby forever barred from presenting or suing upon any such claim or claims in this or any other court, for any damages or injuries arising out of the stranding, wrecking and foundering of the said SS Denali as aforesaid, and the default of all such persons, firms or corporations other than the said persons, firms and corporations who have duly filed their claim pursuant to said monition as appears from the return and report of the United States Commissioner on file herein, [26] be and the same is hereby entered herein.

It is further ordered, adjudged and decreed that only such persons, firms or corporations who have appeared, answered, or controverted the allegations of the petition of the Alaska Steamship Company, the petitioner herein, shall be allowed or permitted to controvert or contest the allegations of said petition, or to contest the right of the said petitioner as the owner of the said SS Denali, for limitation of its liability as prayed for in said petition; provided, however, that in case of claimants above mentioned who may hereafter prove their claims if so required, who have failed to answer or controvert the allegations of said petition, their default in that behalf shall not be taken to preclude them from participating in any distribution which may hereafter be directed by this court in respect to the funds in the hands of this court in this proceeding.

Done in open court this 16th day of December, 1935.

JEREMIAH NETERER,

District Judge.

[Endorsed]: Filed Dec. 16, 1935. [27]

[Title of District Court and Cause.]

REPORT AND PETITION OF TRUSTEE

To the Honorable Jeremiah Neterer, Judge of the
Above Entitled Court.

The report of Chas E. Allen respectfully shows:

I.

That on the 4th day of September 1935 by order of the above entitled court he was appointed trustee in the above proceeding for the purpose of receiving and holding for the benefit of claimants in said cause, and to be disbursed under and subject to the order of said court, Alaska Steamship Company's interest in the American Steamship "Denali" her apparel and appurtenances, freight and passenger moneys pending and earned, upon the voyage of said ship upon which she became stranded, wrecked and foundered.

II.

That upon his appointment he took his oath of office as trustee and in accordance with said court's order, filed a fidelity bond in the sum of \$3000.00 in said cause with the National Surety Corporation, a corporation organized under the laws of the state of New York and authorized to transact the business of surety in the state of Washington, as surety.

III.

That on September 5, 1935 the Alaska Steamship Company transferred to him as said trustee all and

singular its interest in and to said ship, her engines, tackle, apparel and [28] furniture and in and to the freight and passenger moneys pending and earned by said ship on the voyage upon which she became stranded, wrecked and foundered, amounting to the sum of \$1823.29, to have and to hold the same subject to the order, control and direction of said court.

IV.

That on September 6, 1935 he opened account No. 29910 with the Washington Mutual Savings Bank, 1101 Second Avenue, Seattle, Washington and deposited therein said sum of \$1823.29.

V.

That since the deposit of said sum there have been no withdrawals therefrom. There has accrued thereon and been credited thereto the following dividends:

January 1, 1936	\$14.56
July 1, 1936	22.96

Total	\$37.52

thus bringing the present amount in said account to the sum of \$1860.81, all as appears from the certificate of said bank, marked "Exhibit A" attached hereto and made a part hereof.

VI.

That in the performance of his duties as said trustee he has disbursed from his personal funds as premiums on his said bond the following sums

as shown by receipts therefor marked "Exhibits B and C" attached hereto and made a part hereof:

September 1, 1935.....	\$12.00
September 16, 1936.....	12.00
Total	<u>\$24.00</u>

Wherefore said trustee petitions said court for an order approving this, his report, and directing him to reimburse himself from the funds in said account for the total of the [29] items herein shown to have been expended, to wit: the sum of \$24.00; and for such other order as to the court may seem just.

Dated at Seattle, Washington this 18th day of September 1936.

CHAS. E. ALLEN

Trustee

State of Washington,
County of King—ss.

Chas. E. Allen on oath says: he has read the foregoing report and petition, knows the contents thereof and that the same is true.

CHAS. E. ALLEN

Subscribed and sworn to before me this 21 day of September 1936.

[Seal]

WILLIAM A. BOWLES

Notary Public in and for the State of Washington
residing at Seattle.

Received Sep. 21, 1936.

HAYDEN, MERRITT,
SUMMERS & BUCEY

Attorneys

Copy received 9/21/36.

LYNWOOD FIX (M. B.)

Copy rec'd 9/21/36.

J. CHARLES DENNIS

U. S. Atty by F. A. P.

Copy rec'd 9/21/36.

T. E. GERAGHTY

Copy received Sep. 21, 1936.

BOGLE, BOGLE & GATES

P. S. [30]

“EXHIBIT A”

Washington Mutual Savings Bank

1101 Second Avenue

Seattle, Washington

September 18, 1936

Mr. Chas. E. Allen

1251 Dexter-Horton Building

Seattle, Washington

Dear Sir:

Re: Savings Account No. 29910

Chas. E. Allen, Trustee

We are pleased to certify that on September 6, 1935 you deposited with us the sum of \$1823.29 and this Bank opened account No. 29910 in your name as Chas. E. Allen, Trustee. Subsequently, dividends were accrued and credited to this balance as follows:

January 1, 1936.....	\$14.56
July 1, 1936.....	22.96

thus bringing your balance to its present figure of \$1860.81.

Your balance has been continuously maintained since the date the account was opened, and there have been no withdrawals.

Very truly yours,

(Signed) H. C. BRYANT

HCB:R

Secretary [31]

“EXHIBIT B”

Seattle, September 5, 1935

Charles E. Allen, Trustee,
1251-2 Dexter Horton Bld.
Seattle, Washington

To Marsh & McClelland, Dr

J. B. F. DAVIS & SON

Insurance Brokers and Average Adjusters

C-453

White Bldg.

E1 6091

Insurance Premium for Trustee's Bond in Limitation of Liability Proceedings Re S. S. "Denali"
—Total Loss May 19, 1935

National Surety #R725961

Premium \$12.00

Effective September 4, 1935

Paid

September 9, 1935

MARSH & McLENNAN

Per JH [32]

“EXHIBIT C”

Marsh & McLennan
 J. B. F. Davis & Son
 Insurance
 1020 White Building,

To Seattle, September 4, 1936

Charles E. Allen, Trustee, Invoice Number C-
 1251 Dexter Horton Bldg.,
 Seattle, Washington

Alaska Steamship Company

Insurance Premium for Trustee's Bond in Limita-
 tion of Liability Proceedings Re S. S. "Denali"
 —Total Loss 5/19/35

No. R-725961 National Surety 9/4/36

Premium \$12.00

Paid

September 17, 1936

MARSH & McLENNAN

Per F. N. CANFIELD

[Endorsed]: Filed Sep. 21, 1936. [33]

[Title of District Court and Cause.]

ORDER APPROVING TRUSTEE'S REPORT:
 DIRECTING HIS REIMBURSEMENT FOR
 EXPENDITURES.

This matter having come on to be heard in accord-
 ance with the notice thereof hereto attached upon
 the Report and Petition of Trustee, the court hav-

ing examined said report, having taken testimony, there being no objection thereto, and being satisfied with the accuracy thereof and the propriety of the expenditures therein enumerated, now therefore

It Is Ordered and Adjudged that said Report and Petition be and the same hereby is approved, the prayer thereof granted and said trustee authorized and directed to withdraw from the funds in his possession as such trustee, now on deposit in the Washington Mutual Savings Bank in its account No. 29910, the sum of \$24.00 for the purpose of reimbursing himself for his expenditures in the above proceedings as shown by his said Report and Petition.

Done in open court this 25th day of September 1936.

JEREMIAH NETERER

Judge

Presented by

CHAS. E. ALLEN

Trustee

1251-2 Dexter Horton Bldg.,

Seattle, Washington

El 3224

[Endorsed]: Filed Sep. 25, 1936. [34]

[Title of District Court and Cause.]

REPORT AND PETITION OF TRUSTEE

To the Honorable John C. Bowen, Judge of the
Above Entitled Court.

The report of Chas. E. Allen, Trustee in the limitation of liability proceedings of the Alaska Steamship Company's interest in the American Steamship "Denali" apparel and appurtenances, freight and passenger moneys pending and earned, respectfully shows:

I.

That on September 18, 1936 said trustee filed his report and petition showing his receipts and disbursements in said matter from the date of his appointment until said date.

II.

That since the rendition of said report said trustee has continually kept on deposit in the Washington Mutual Savings Bank of Seattle, Washington, account No. 29910, in his name as trustee, the funds therein reported except the sum of \$24.00 allowed by the order of this court on September 25, 1936 to be withdrawn to reimburse said trustee for the two annual premiums on his bond as such trustee.

III.

That since said time said funds have earned and there has accrued as interest thereon the sum of \$41.69 and that including said earnings there is now on deposit in said bank the sum of \$1878.50 as

shown by the certificate of said Washington Mutual Savings Bank, marked "Exhibit A" attached [35] hereto and made a part hereof.

IV.

That since said time said trustee has necessarily expended the sum of \$12.00 as and for the 1937 premium on his bond as such trustee as shown by the statement of Marsh & McLennan marked "Exhibit B" attached hereto and made a part hereof.

Wherefore said trustee petitions this court for an order approving this his report and authorizing and directing him to reimburse himself from the funds in said account for said sum of \$12.00 and for such other order as to the court may seem just and proper.

Dated at Seattle, Washington this 8th day of September 1937.

CHAS. E. ALLEN

Trustee

State of Washington,
County of King—ss.

Chas. E. Allen on oath says: That he has read the foregoing petition; knows the contents thereof and believes the same is true.

CHAS. E. ALLEN

Subscribed and sworn to before me this 8th day of September 1937.

[Seal]

WILLIAM A. BOWLES

Notary Public in and for the State of Washington
residing at Seattle. [36]

“EXHIBIT A”

Washington Mutual Savings Bank

Established 1889

Trustees

C. L. Egtvedt, W. V. Tanner, S. L. Barnes, Wm. L. Rhodes, L. C. Gilman, Raymond R. Frazier, Alexander F. McEwan, Roy E. Campbell, Jay Morrison, Stuart C. Frazier, Dietrich Schmitz, Willis S. Darrow, Claude A. Philbrick, Volney Richmond, Paul Pigott.

Raymond R. Frazier,
Chairman of the Board
Dietrich Schmitz,
President

Ralph R. Knapp,
Asst. Vice-President
Herbert C. Bryant,
Secretary

Jay Morrison,
Vice-President

Rollin Sanford,
Treasurer

Willis S. Darrow,
Vice-President

Richard W. Pascoe,
Asst. Secretary

Walter J. Ward,
Vice-President

Oliver R. Weltzien,
Asst. Secretary

Stuart C. Frazier,
Vice-President

Thomas L. Burns,
Asst. Secretary

Harry G. Baldwin,
Vice-President

Alice E. Backstrom,
Asst. Secretary

1101 Second Avenue
Seattle, Washington
September 7, 1937

Mr. Chas. E. Allen
1251 Dexter-Horton Building
Seattle, Washington

Dear Sir:

Re: Savings Account No. 29910
Chas. E. Allen, Trustee

We are pleased to certify that at the present time the balance in your savings account, above numbered, is \$1878.50.

It includes dividend credits as follows:

January 1, 1937.....	\$23.10
July 1, 1937.....	18.59

Your balance has been continuously maintained since the date the account was opened and there have been no withdrawals with the exception of one under date of October 6, 1936 in the amount of \$24.00.

Yours very truly,
H. C. BRYANT,

HCB:g

Secretary [37]

“EXHIBIT B”

Seattle, September 4, 1937

Charles E. Allen, Trustee,
1251 Dexter Horton Bldg.,
Seattle, Wash.

Invoice Number C-
Alaska Steamship Company

Insurance Premium for Trustee's Bond in Limita-
tion of Liability Proceedings Re S. S. "Denali"
—Total Loss 5-19-35

No. R-725961 National Surety 9-4-37

Premium \$12.00

Paid

September 3, 1937

MARSH & MCLENNAN

Per INC

[Endorsed]: Filed Sep. 8, 1937. [38]

[Title of District Court and Cause.]

ORDER APPROVING TRUSTEE'S REPORT:
DIRECTING HIS REIMBURSEMENT FOR
EXPENDITURE.

This matter having come on to be heard in accordance with the notice thereof hereto attached upon the Report and Petition of Trustee, the court having examined said report, having taken testimony, and there being no objection thereto, and being satisfied with the accuracy thereof and the propriety of the expenditure therein set forth, now therefore

It Is Ordered and Adjudged that said report be and the same is hereby approved and said trustee authorized and directed to withdraw from the funds on deposit in his name as trustee in the Washington Mutual Savings Bank in account No. 29910 the sum of \$12.00 to reimburse himself for his expense in paying the annual premium on his bond as such trustee.

Done in open court this 14th day of September 1937.

JOHN C. BOWEN

Judge.

Presented by

CHAS. E. ALLEN

[Endorsed]: Filed Sep. 14, 1937. [39]

[Title of District Court and Cause.]

FINAL REPORT OF TRUSTEE

To the Honorable John C. Bowen, Judge of the
Above Entitled Court.

The report of Chas. E. Allen respectfully shows:

I.

That on the 4th day of September 1935 by order of the above entitled court he was appointed trustee in the above proceeding for the purpose of receiving and holding for such person or persons as were ultimately determined to be entitled thereto and to be disbursed under and subject to the order of said

court, Alaska Steamship Company's interest in the American Steamship "Denali" her apparel and appurtenances, freight and passenger moneys pending and earned, upon the voyage of said ship upon which she became stranded, wrecked and foundered.

II.

That upon his appointment he took his oath of office as trustee and in accordance with said court's order, filed a fidelity bond in the sum of \$3000.00 in said cause with the National Surety Corporation, a corporation organized under the laws of the state of New York and authorized to transact the business of surety in the state of Washington, as his surety. [40]

III.

That on September 5, 1935 the Alaska Steamship Company transferred to him as said trustee all and singular its interest in and to said ship, her engines, tackle, apparel and furniture and in and to the freight and passenger moneys pending and earned by said ship on the voyage upon which she became stranded, wrecked and foundered, amounting to the sum of \$1823.29, to have and to hold the same subject to the order, control and direction of said court.

IV.

That inquiry developed that said ship together with her engines, tackle, apparel and furniture were a total loss and that all and singular the interest of Alaska Steamship Company therein was valueless,

and that none of the parties litigant desired him to expend funds in an endeavor to salvage her, her engines, tackle, apparel and furniture or any part thereof, and that the only thing of value received by him by virtue of said deed of transfer was said sum of \$1823.29.

V.

That on September 6, 1935 he opened account No. 29910 with the Washington Mutual Savings Bank, 1101 Second Avenue, Seattle, Washington and deposited therein said sum of \$1823.29, that the following interest credits (dividends) have since accrued thereon:

January 1, 1936.....	\$14.56
July 1, 1936.....	22.96
January 1, 1937.....	23.10
July 1, 1937.....	18.59
January 1, 1938.....	18.70
April 6, 1938 (date this report).....	none
	<hr/>
	\$97.91

and that pursuant to orders of this court, the following [41] sums have been withdrawn from said account, to reimburse him for the three annual premiums paid by him to said surety on his trustee's bond:

October 6, 1936.....	\$24.00
September 14, 1937.....	12.00
	<hr/>
	\$36.00

VI.

That with said exception of above enumerated withdrawals, the funds originally deposited together with earnings thereon have continuously remained and are now on deposit in said account, and that the balance in said account as of this date, April 6, 1938, is \$1885.20, all as more fully appears from the certificate of said Washington Mutual Savings Bank marked "Exhibit A" attached hereto and made a part hereof.

VII.

That in addition to the present report and petition, he has heretofore rendered two annual reports with exhibits, giving notice of the time of the hearings thereon, together with copies of said reports and the orders to be presented for entry, to the proctors of record for each of the parties litigant, showing said funds to be at all times intact and at interest in said Washington Mutual Savings Bank.

VIII.

That the length of time since his appointment is now two years and eight months and that the preparation of said reports and attendance at hearings thereon have consumed approximately six days time

Wherefore your petitioner prays that this court approve this report, direct the disposition and disbursement of said funds, fix his compensation for services as such [42] trustee and, upon his presenting receipts showing such disposition and disbursement that he be granted his discharge and his

bond be exonerated and for such other or further order as may be just and proper.

CHAS. E. ALLEN

Trustee

State of Washington,
County of King—ss.

Chas. E. Allen on oath says: That he has read the foregoing report; knows the contents thereof and believes the same is true.

CHAS. E. ALLEN

Subscribed and sworn to before me this 6th day of April 1938.

[Seal]

PHILIP J. WEISS

Notary Public in and for the State of Washington
residing at Seattle. [43]

Washington Mutual Savings Bank
Established 1889

Trustees

C. L. Egtvedt, W. V. Tanner, S. L. Barnes, Wm. L. Rhodes, L. C. Gilman, Raymond R. Frazier, Alexander F. McEwan, Roy E. Campbell, Jay Morrison, Stuart C. Frazier, Dietrich Schmitz, Willis S. Darrow, Claude A. Philbrick, Volney Richmond, Paul Pigott.

Raymond R. Frazier, Chairman of the Board	Ralph R. Knapp, Asst. Vice-President
Dietrich Schmitz, President	Herbert C. Bryant, Secretary
Jay Morrison, Vice-President	Rollin Sanford, Treasurer
Willis S. Darrow, Vice-President	Richard W. Pascoe, Asst. Secretary
Walter J. Ward, Vice-President	Oliver R. Weltzien, Asst. Secretary
Stuart C. Frazier, Vice-President	Thomas L. Burns, Asst. Secretary
Harry G. Baldwin, Vice-President	Alice E. Backstrom, Asst. Secretary

1101 Second Avenue
Seattle, Washington
April 6, 1938

Mr. Chas. E. Allen
1251 Dexter-Horton Building
Seattle, Washington

Dear Sir:

Re: Savings Account No. 29910
Chas. E. Allen, Trustee

We are pleased to certify that as at the close of business April 5, 1938 the balance in your savings account above-numbered was \$1885.20.

It includes interest credits (dividends) as follows:

January 1, 1936.....	\$14.56
July 1, 1936.....	22.96
January 1, 1937.....	23.10
July 1, 1937.....	18.59
January 1, 1938.....	18.70

Your balance has been continuously maintained since the date the account was opened, and there have been no withdrawals with the exception of one under date of October 6, 1936 in the amount of \$24, and one under date of September 14, 1937 in the amount of \$12.

Very Truly Yours,

H. C. BRYANT,

Secretary.

HCB:R

[Endorsed]: Filed Apr. 7, 1938. [44]

[Title of District Court and Cause.]

PETITION FOR LIMITATION
OF LIABILITY

To the Honorable Judges of the above entitled
Court:

The libel and petition of the Alaska Steamship Company, a corporation, owner of the American Steamship Denali, her engines, boilers, tackle, apparel and furniture, in a cause of limitation of liability civil and maritime, respectfully shows:

I.

That your petitioner is now and at all times herein mentioned was a corporation organized and existing under and by virtue of the laws of the State of Nevada, having its principal place of business in the City of Seattle, State of Washington.

II.

That your petitioner is now and was during all of the times herein mentioned the sole owner of the American Steamship Denali, of the burden of 3,432 tons gross and 2,164 tons net.

III.

That on the 16th day of May, 1935, the said Steamship Denali left the Port of Seattle, Washington, with passengers and cargo, bound for the Port of Metlakatla, Territory of Alaska; that at the time of the commencement of said voyage and at all times thereafter and until the stranding and

foundering of said vessel hereinafter mentioned, the said vessel had a full complement [45] of experienced officers on board in charge of the navigation of said vessel, and said vessel was in all other respects staunch, tight and seaworthy, and was well and sufficiently supplied, manned, operated and equipped, and all of her tackle, apparel, appurtenances, furniture and equipment were adequate, sufficient and free from defects and properly managed, controlled and handled.

IV.

That during the course of her said voyage from Seattle, State of Washington, to Metlakatla, Territory of Alaska, in some manner or from some cause or causes unknown to your petitioner, said vessel got off her course, and at about the hour of 2:44 A. M. on the 19th day of May, 1935, stranded on a reef situated off the southeasterly end of Zayas Island in Caamano Passage, British Columbia; that said reef is situated in said Caamano Passage in close proximity to the usual course of vessels navigating said passage, and that there is no light or signal or other aid to navigation of any kind on said reef or in its immediate vicinity to warn vessels of the location thereof; that said Steamship Denali remained fast upon said reef from the time of her stranding for several hours thereafter, and due to the increased severity of the weather conditions then existing and/or other causes broke up and foundered, and the said vessel and her cargo became and now is a total loss.

V.

That your petitioner is informed, believes, and therefore alleges that the wreck of said Steamship Denali, consisting of the after and forward parts thereof, is now lying exposed upon said reef, her midsection having sunk in the deep waters of said passage; that your petitioner is further informed, [46] believes and therefore alleges that the salvaging of said Steamship Denali is impracticable, if not impossible, and that the cost of salving said vessel, if ultimately successful, would far exceed the salvaged value of said vessel, and your petitioner therefore alleges the fact to be that said Steamship Denali, together with her equipment and cargo, is a total loss.

VI.

That the total freights on said voyage were in the sum of \$28,619.58, \$1679.29 of said amount representing prepaid freight received by your petitioner, and the balance representing collect freight which was not and cannot be collected by your petitioner by reason of the stranding and loss of said vessel and said cargo as aforesaid; that the passenger revenue on said voyage, received by your petitioner, was in the sum of \$144.00.

VII.

That the loss of the said vessel and the consequent loss of the cargo on board thereof occurred without any fault on the part of your petitioner and libellant or the said Steamship Denali or any of her officers or crew, and that the same occurred without

the privity or knowledge of your petitioner and libelant or any of its officers and agents; that nevertheless certain actions have been filed against your petitioner, claiming damages on account of the aforesaid stranding and foundering of the said Steamship Denali. That on or about the 16th day of August, 1935, a suit was commenced in the United States District Court for the Western District of Washington, Northern Division, entitled, "Libelants: Pacific Coast Coal Company, a corporation, George Hogg & Company, a corporation, Blue Island Packing Company, a corporation, Anderson Bros. Machine & Iron Works, Inc., a [47] corporation, Schwabacher Hardware Company, a corporation, Seattle Boiler Works, a corporation, Puget Sound Sheet Metal Works, a corporation, Annette Island Canning Co., a corporation, F. S. Lang Manufacturing Co., a corporation, Kieckhefer Container Company, a corporation, United States Printing & Lithograph Company, a corporation, Arden Salt Company, a corporation, Smith Cannery Machines Company, a corporation, Kelley Clarke Company, a corporation, Continental Can Company, Inc., a corporation, Kadiak Fisheries Company, a corporation, American Can Company, a corporation, J. E. Shields & Co. Inc., a corporation, Fibreboard Products, Inc., a corporation, National Adhesives Corporation, a corporation, Chugach Gold Mines, Inc., a corporation, E. I. DuPont de Nemours & Co. Inc., a corporation, Gilson Mercantile Company, a corporation, Northern Commercial Company, a cor-

poration, Standard Oil Company, a corporation, Western Engineering Corporation, a corporation, O. J. Reinseth, John A. Roebling's Sons Company of California, a corporation, W. E. Shaver, Pioneer Sea Foods Co., a corporation, San Juan Fishing & Packing Company, a corporation, Northwestern Wooden Ware Co., a corporation, Nakat Packing Corporation, a corporation, Asbestos Supply Company, a corporation, Camp Lewis Tent & Awning Co., a corporation, Carman Manufacturing Company, a corporation, Marshall-Wells Company, a corporation, National Grocery Company, a corporation, Oakite Products, Inc., a corporation, Seattle Steel Company, a corporation, Westinghouse Pacific Coast Brake Company, a corporation, Judson L. Thomson Mfg. Company, a corporation, Fidalgo Island Packing Co., a corporation, Longview Fibre Company, a corporation, Chatham Strait Fish Company, a corporation, Atlas Engine Company, a corporation, O. L. Grimes, doing business as Grimes Packing Company, Nabesna Mining Corporation, a corporation, Apex Fish Company, a corporation, V. S. Jenkins, doing business as V. S. [48] Jenkins Company, Ted E. Benson, L. Sumner, Ed. Atkinson, George Faucett, Louie Summers, George Fawcett, Shepard Point Packing Co., a corporation, Western Cooperage Company, a corporation, Sebastian Stuart Fish Company, a corporation, Columbia Steel Company, a corporation, York Ice Machinery Corporation, a corporation, Washington Creamery Co., a corporation, Schwabacher Bros. & Co. Inc.,

a corporation, Pacific Meat & Packing Company, a corporation, Pacific Fruit & Produce Company, a corporation, Lockwood Lumber Company, a corporation, Galbraith & Co., a corporation, Fisheries Supply Company, a corporation, Armour and Company, a corporation, Atlas Powder Company, a corporation, Seattle Hardware Company, a corporation. Evans, Jones Coal Company, a corporation, Metlakatla Commercial Co., a corporation, The Great Atlantic and Pacific Tea Company, a corporation, Fisher & Smith Bag Co., a corporation, The Rath Packing Company, a corporation, Pacific Marine Supply Company, a corporation, vs. Respondent: Alaska Steamship Company, a corporation", being Cause No. 13633, in admiralty, of the records and files of said court, wherein damages are claimed against the said Alaska Steamship Company, petitioner herein, in the sum of \$324,648.09, together with interest thereon and said libelants' costs and disbursements, on account of the loss of cargo alleged to have been owned by said libelants and on board said vessel at the time of said stranding and foundering thereof; that the attorneys for the said libelants in said action are Messrs. Bigham, Englar, Jones & Houston, whose office address is 99 John Street, New York City, New York, Lewis L. Stedman, whose office address is 1503 Hoge Building, Seattle, Washington, and Messrs. Hayden, Merritt, Summers & Bucey, whose office address is Central Building, Seattle, Washington; that the addresses of the said [49] libelants are not known

to your petitioner. That on the 16th day of August, 1935, another suit was commenced in the United States District Court for the Western District of Washington, Northern Division, entitled, "United States of America, libelant, vs. Alaska Steamship Company, a corporation, respondent", being Cause No. 13632, in admiralty, of the records and files of said court, wherein damages are claimed against the said Alaska Steamship Company, petitioner herein, in the sum of \$38,400.00, together with interest thereon and said libelant's costs and disbursements, on account of the loss of cargo alleged to have been owned by said libelant and on board said vessel at the time of the stranding and foundering thereof; that the attorneys for the said libelant in said action are J. Charles Dennie, United States District Attorney, and F. A. Pellegrini, Assistant United States District Attorney, whose office address is 422 Postoffice Building, Seattle, Washington. That in addition to the foregoing actions, other claims have been made and presented to your petitioner herein and it is feared that many other suits may be brought against your petitioner by other parties who may have or claim to have sustained loss, damage or injury by reason of the aforesaid stranding and foundering of the Steamship Denali. Your petitioner further alleges that the amount claimed in suits already instituted against your petitioner far exceeds the value of its interest in the said Steamship Denali and the freight and passenger earnings pending and earned at the time of her aforesaid loss.

VIII.

That your petitioner and libelant desires to claim the benefit of the provisions of Sections 4283, 4284 and 4285 of the Revised Statutes of the United States of America and all [50] acts amendatory thereof and supplemental thereto, in this proceeding, by reason of the facts and circumstances hereinabove set forth, and your petitioner further desires to contest its liability, if any, and the liability, if any, of said Steamship Denali, to any extent whatsoever for any and all loss, destruction, damage, or injury of whatsoever kind or nature caused by or resulting from the aforesaid stranding and foundering of the said Steamship Denali, and to that end your petitioner and libelant desires and does hereby offer to surrender the said vessel as she now lies on or adjacent to said reef situated in Caamano Passage off the southeasterly end of Zayas Island in the waters of British Columbia, Dominion of Canada, together with her appurtenances and equipment, to a trustee to be appointed by this court, and your petitioner and libelant further offers to surrender the full amount of the freight moneys and passenger moneys pending and earned by said vessel on the aforesaid voyage to said trustee to be appointed by this court, such moneys, together with your petitioner's entire interest in said vessel, to be held by said trustee for the benefit of claimants herein, and to be disbursed or otherwise disposed of under the orders of this court in the event that it is found that this petitioner or

the said Steamship Denali, or either of them is held or found liable, upon final hearing herein, for any of the damages or losses resulting from the aforesaid stranding or foundering of the said vessel upon the voyage hereinabove described.

IX.

That all and singular the premises are true and within the admiralty and maritime jurisdiction of this Honorable Court. [51]

Wherefore, your petitioner and libelant prays that this court appoint a trustee to whom the said wreck of the Steamship Denali may be transferred and to whom the entire freight moneys and passenger moneys pending and earned by the said Steamship Denali on the voyage upon which said steamship was wrecked may be paid, and that this court will issue a monition to all persons claiming damages by reason of any loss, destruction or injury done, occasioned or incurred by reason of the said stranding, wrecking and foundering of said steamship, citing them to appear before this court or before a commissioner to be named and appointed by this court, and to make due proof of their respective claims at or before a certain time to be fixed by said monition, and also to appear and answer on oath the allegations of this petition according to law and the practices of this court, and that this court will issue its injunction restraining and enjoining the further prosecution of the aforesaid suits now pending in the United States District Court for the Western District of Washington,

Northern Division, and further restraining the commencement and prosecution thereafter of all and any other suit or suits, action or actions, or legal proceedings of any nature whatsoever, except in this proceeding, against your petitioner and the said Steamship Denali, in respect of any claim of any kind or nature whatsoever arising out of or in connection with the stranding, wrecking and foundering of said steamship as aforesaid; and that this court in this proceeding will adjudge that this petitioner and libelant and the said Steamship Denali are not, and that neither of them is, liable to any extent for any such loss, damage, or injury; or, if it shall be adjudged that they, or either of them, are liable, then that the liability [52] of this petitioner be limited to its interest in said wreck and the freight and passenger moneys pending and earned on the aforesaid voyage, and that by the surrender thereof to the trustee appointed by this court it be discharged, released and exempted from all further liability in the premises, and that the money secured to be paid into the court as aforesaid shall be divided, after payment of all just costs and expenses, pro rata among whomsoever shall claim justly the same; and that petitioner may have such other and further relief in the premises as it may be entitled to under the rules and practice of this court sitting in admiralty.

ALASKA STEAMSHIP COMPANY,
a corporation,

By BOGLE, BOGLE & GATES

Its Proctors

United States of America,
 Western District of Washington,
 County of King—ss.

T. B. Wilson, being first duly sworn, on oath deposes and says:

That he is Vice-President of Alaska Steamship Company, the above petitioner; that he has read the foregoing petition for limitation of liability, knows the contents thereof, and that the same is true as he verily believes.

T. B. WILSON

Subscribed and sworn to before me this 4th day of September, 1935.

[Seal]

STANLEY B. LONG

Notary Public in and for the State of Washington
 residing at Seattle.

[Endorsed]: Filed Sep. 4, 1935. [53]

[Title of District Court and Cause.]

ORDER DIRECTING ISSUANCE OF MONITION, APPOINTING COMMISSIONER RESTRAINING SUITS, ETC.

It appearing to this court that a petition was filed herein on the 4th day of September, 1935, by Alaska Steamship Company, a corporation, owner of the Steamship Denali, for limitation of its liability against any and all claims arising out of or in connection with that certain voyage of the said

Steamship Denali which commenced at Seattle, State of Washington, on the 16th day of May, 1935, upon which said voyage the Steamship Denali, on the 19th day of May, 1935, stranded on a reef located off the southeasterly end of Zayas Island in Caamano Passage in the waters of British Columbia and subsequently foundered and became a total loss, together with the cargo thereof; and

It further appearing that said petitioner claims the benefits of exemption provided by Sections 4283, 4284 and 4285 of the Revised Statutes of the United States of America and acts amendatory thereof and supplemental thereto, and that said petitioner further desires to contest any and all liability for any and all loss, damage, destruction or injury arising from or in connection with the stranding, wrecking and foundering of the said Steamship Denali upon her aforesaid voyage, for the reasons and upon the grounds set forth and alleged in said petition; and

[54]

It further appearing that certain suits have been commenced against the said Alaska Steamship Company, petitioner herein, by reason of loss of cargo alleged to have been on board said steamship at the time of said stranding, wrecking and foundering thereof as aforesaid, to-wit, a suit commenced in the United States District Court for the Western District of Washington, Northern Division, by Pacific Coast Coal Company et al as libelants against Alaska Steamship Company, petitioner herein, as respondent, being Cause No. 13633, in

admiralty, of the records and files of said court, wherein damages are claimed against the said Alaska Steamship Company in the sum of \$324,648.09 on account of loss of cargo alleged to have been on board said vessel at the time of said stranding, wrecking and foundering thereof; and a suit commenced by the United States of America as libelant against Alaska Steamship Company, petitioner herein, as respondent, being Cause No. 13632, in admiralty, of the records and files of said court, wherein damages are claimed against the said Alaska Steamship Company in the sum of \$38,400.00 on account of loss of cargo alleged to have been on board said vessel at the time of said stranding, wrecking and foundering thereof; and

It further appearing from said petition that other persons, firms and corporations may likewise bring suit against the said petitioner or the Steamship Denali for damages, loss or injury arising out of or in connection with the said stranding, wrecking and foundering of the said Steamship Denali upon her aforesaid voyage; and

It further appearing that this court has heretofore and on the 4th day of September, 1935, appointed Charles E. Allen as Trustee to receive the transfer from the said petitioner [55] of its interest in and to said Steamship Denali, her apparel and appurtenances, and to receive from the said petitioner all the freight and passenger moneys pending and earned by the said Steamship Denali on her aforesaid voyage amounting to the sum of

\$1823.29, and to hold the same for the benefit of claimants herein, and to disburse and dispose of the same under and subject to the orders of this court; and

It further appearing that the said Charles E. Allen has duly qualified as such Trustee and that subsequent to such qualification by the said Trustee the petitioner herein has duly transferred to the said Trustee its entire interest in and to the said Steamship Denali, her apparel and appurtenances, and has transferred to and paid over to the said Trustee the full amount of freight and passenger moneys pending and earned by the said steamship on her aforesaid voyage and the said Charles E. Allen is now the duly qualified and acting Trustee in this matter and holds the said transfer of the Steamship Denali, her apparel and appurtenances, and holds the full amount of the freight and passenger moneys pending and earned by the said vessel on her aforesaid voyage amounting to \$1,823.29, for the benefit of claimants herein and subject to the orders of this court; and

It further appearing to the court that by reason of the aforesaid facts a Monition should issue in this cause as provided by law, and the court being fully advised in the premises; now, on motion of Messrs. Bogle, Bogle & Gates, proctors for the said petitioner,

It is hereby Ordered, Adjudged and Decreed that a Monition issue out of and under the seal of this court against all persons, firms and corporations

claiming damage, loss [56] destruction or injury of whatsoever kind or nature arising out of or in connection with the stranding, wrecking and foundering of the said Steamship Denali on the 19th day of May, 1935, while engaged upon a voyage from Seattle, State of Washington, bound for Metlakatla, Territory of Alaska, citing such persons, firms and corporations, and each of them, to appear before this court and to make due proof of their respective claims on or before the 12th day of Nov. 1935, at the hour of 10:00 o'clock A. M.; and the Honorable A. C. Bowman, Commissioner of this court, is hereby appointed Commissioner to whom all such claims should be presented and due proof thereof made, subject to the right of any person or persons interested in the matter to controvert or question the same; and

It is Further Ordered that notice of said Motion be given by posting true and correct copies thereof on the bulletin boards of the United States Post-office, the United States Court Building, and the County-City Building (wherein sessions of the Superior Court of the State of Washington for King County are held), all in the City of Seattle, King County, Washington; and that further notice of said Motion be given by publishing notice thereof in the Daily Journal of Commerce, a daily paper published in the City of Seattle, King County, Washington, once a day for fourteen (14) days, and thereafter once a week until the said 12th day of November, 1935; and

It is Further Ordered that a copy of the said Monition and of this order be served at least thirty (30) days before the said return day of the said Monition upon the said Pacific Coast Coal Company and each and all of the libelants named in that certain cause entitled, "Pacific Coast [57] Coal Company et al, libelants, vs. Alaska Steamship Company, respondent", being Cause No. 13633 of the United States District Court for the Western District of Washington, Northern Division, in admiralty, by serving the same upon Messrs. Hayden, Merritt, Summers & Bucey, proctors for the above named libelants and claimants; and

It is Further Ordered that a copy of the said Monition and of this order be served at least thirty (30) days before the said return day of the said Monition upon the United States of America, libelant named in that certain cause entitled, "United States of America, libelant, vs. Alaska Steamship Company, a corporation, respondent", being Cause No. 13632 of the United States District Court for the Western District of Washington, Northern Division, in admiralty, by serving the same upon J. Charles Dennis, United States District Attorney, and F. A. Pellegrini, Assistant United States District Attorney, proctors for the above named libelant and claimant; and

It is Further Ordered that the further prosecution of the said suit commenced by the said Pacific Coast Coal Company et al, libelants, against Alaska Steamship Company, respondent, being Cause No.

13633 of the United States District Court for the Western District of Washington, Northern Division, in admiralty, and the further prosecution of the said suit commenced by the United States of America, libellant, against Alaska Steamship Company, respondent, being Cause No. 13632 of the United States District Court for the Western District of Washington, Northern Division, in admiralty, and the prosecution of any and all other suits, actions or proceedings of any nature or description against the said Alaska Steamship Company, a corporation, or the Steamship Denali, for or on account of or in respect to any [58] damage, loss, destruction or injury arising out of or in connection with the stranding, wrecking and foundering of the Steamship Denali while she was engaged upon a certain voyage from Seattle, State of Washington, to Metlakatla, Territory of Alaska, leaving the said City of Seattle on the 16th day of May, 1935, and having stranded and foundered on the 19th day of May, 1935, be and the same are hereby restrained and enjoined.

Done in open court this 9th day of September, 1935.

JEREMIAH NETERER

District Judge.

[Endorsed]: Filed Sep. 9, 1935. [59]

RETURN ON SERVICE OF WRIT

United States of America,
Western District of Washington—ss.

I hereby certify and return that I served the annexed Order Directing Issuance of Monition, on the therein-named J. Charles Dennis, United States District Attorney, and Hayden, Merritt, Summers and Bucey, Attorneys, by handing to and leaving a true and correct copy thereof with J. Charles Dennis, U. S. District Attorney, and G. H. Bucey, respectively, personally at Seattle in said District on the 10th day of September, A. D. 1935.

A. J. CHITTY

U. S. Marshal

By JAMES BRIDGES

Deputy

Marshal's fees: \$4.12.

[Endorsed]: Filed Sep. 11, 1935. [60]

[Title of District Court and Cause.]

ORDER RELATIVE TO VERIFICATION

On oral ex parte motion in behalf of claimants in the above entitled matter, the court being fully advised, and for good cause shown:

It is hereby ordered that numerous claims about to be filed herein may all be verified by one of the proctors of record for said claimants.

Done in open court this 6th day of November,
1935.

JEREMIAH NETERER

Judge

Presented by:

LANE SUMMERS

Of Hayden, Merritt, Summers & Bucey
Proctors for claimants

Approved by:

BOGLE, BOGLE & GATES

Of Bogle, Bogle & Gates
Proctors for petitioner

[Endorsed]: Filed Nov. 6, 1935. [61]

[Title of District Court and Cause.]

CLAIM OF:

Pacific Coast Coal Company, a corporation,
George Hogg & Company, a corporation, Blue
Island Packing Company, a corporation, An-
derson Bros. Machine & Iron Works, Inc., a
corporation, Schwabacher Hardware Company,
a corporation, Seattle Boiler Works, a corpora-
tion, Puget Sound Sheet Metal Works, a cor-
poration, Annette Island Canning Co., a corpo-
ration, F. S. Lang Manufacturing Co., a cor-
poration, Kieckhefer Container Company, a
corporation, United States Printing & Litho-
graph Company, a corporation, Arden Salt
Company, a corporation, Smith Cannery Ma-

chines Company, a corporation, Kelley Clarke Company, a corporation, Continental Can Company, Inc., a corporation, Kadiak Fisheries Company, a corporation, American Can Company, a corporation, J. E. Shields & Co., Inc., a corporation, Fibreboard Products, Inc., a corporation, National Adhesives Corporation, a corporation, Chugach Gold Mines, Inc., a corporation, E. I. DuPont de Nemours & Co., Inc., a corporation, Gilson Mercantile Company, a corporation, Northern Commercial Company, a corporation, Standard Oil Company, a corporation, Western Engineering Corporation, a corporation, O. J. Reinseth, John A. Roebling's Sons Company of California, a corporation, W. E. Shaver, Pioneer Sea Foods Co., a corporation, San Juan Fishing & Packing Company, a corporation, Northwestern Wooden Ware Co., a corporation, Nakat Packing Corporation, a corporation, Asbestos Supply Company, a corporation, Camp Lewis Tent & Awning Co., a corporation, Carman Manufacturing Company, a corporation, Marshall-Wells Company, a corporation, National Grocery Company, a corporation, Oakite Products, Inc., a corporation, Seattle Steel Company, a corporation, [62] Westinghouse Pacific Coast Brake Company, a corporation, Judson L. Thomson Mfg. Company, a corporation, Fidalgo Island Packing Co., a corporation, Longview Fibre Company, a corporation, Chatham Strait Fish

Company, a corporation, Atlas Engine Company, a corporation, O. L. Grimes, doing business as Grimes Packing Company, Nabesna Mining Corporation, a corporation, Apex Fish Company, a corporation, V. S. Jenkins, doing business as V. S. Jenkins Company, Ted E. Benson, L. Sumner, Ed Atkinson, George Fawcett, Louis Summers, George Fawcett, Shepard Point Packing Co., a corporation, Western Cooperage Company, a corporation, Sebastian Stuart Fish Company, a corporation, Columbia Steel Company, a corporation, York Ice Machinery Corporation, a corporation, Washington Creamery Co., a corporation, Schwabacher Bros. & Co., Inc., a corporation, Pacific Meat & Packing Company, a corporation, Pacific Fruit & Produce Company, a corporation, Lockwood Lumber Company, a corporation, Galbraith & Co., a corporation, Fisheries Supply Company, a corporation, Armour and Company, a corporation, Atlas Powder Company, a corporation, Seattle Hardware Company, a corporation, Evans, Jones Coal Company, a corporation, Metlakatla Commerical Co., a corporation, The Great Atlantic and Pacific Tea Company, a corporation, Fisher & Smith Bag Co., a corporation, The Rath Packing Company, a corporation, and Pacific Marine Supply Company, a corporation,

for \$324,515.64

The claimants named above appear and make claim against petitioner, Alaska Steamship Company, a corporation, and the steamship "Denali" in these proceedings, as follows:

First. The following claimants are corporations: Pacific Coast Coal Company, George Hogg & Company, Blue Island Packing Company, Anderson Bros. Machine & Iron Works, Inc., Schwabacher Hardware Company, Seattle Boiler Works, Puget Sound [63] Sheet Metal Works, Annette Island Canning Co., F. S. Lang Manufacturing Co., Kieckhefer Container Company, United States Printing & Lithograph Company, Arden Salt Company, Smith Cannery Machines Company, Kelley Clarke Company, Continental Can Company, Inc., Kadiak Fisheries Company, American Can Company, J. E. Shields & Co., Inc., Fibreboard Products, Inc., National Adhesives Corporation, Chugach Gold Mines, Inc., E. I. DuPont de Nemours & Co. Inc., Gilson Mercantile Company, Northern Commercial Company, Standard Oil Company, Western Engineering Corporation, John A. Roebling's Sons Company of California, Pioneer Sea Foods Co., San Juan Fishing & Packing Company, Northwestern Wooden Ware Co., Nakat Packing Corporation, Asbestos Supply Company, Camp Lewis Tent & Awning Co., Carman Manufacturing Company, Marshall-Wells Company, National Grocery Company, Oakite Products, Inc., Seattle Steel Company, Westinghouse Pacific Coast Brake Company, Judson L. Thomson Mfg. Company, Fidalgo Island

Packing Co., Longview Fibre Company, Chatham Strait Fish Company, Atlas Engine Company, Nabesna Mining Corporation, Apex Fish Company, Shepard Point Packing Co., Western Cooperage Company, Sebastian Stuart Fish Company, Columbia Steel Company, York Ice Machinery Corporation, Washington Creamery Co., Schwabacher Bros. & Co., Inc., Pacific Meat & Packing Company, Pacific Fruit & Produce Company, Lockwood Lumber Company, Galbraith & Co., Fisheries Supply Company, Armour and Company, Atlas Powder Company, Seattle Hardware Company, Evans, Jones Coal Company, Metlakatla Commercial Co., The Great Atlantic and Pacific Tea Company, Fisher & Smith Bag Co., The Rath Packing Company, and Pacific Marine Supply Company.

The following claimants are individuals or co-partnerships: O. J. Reinseth, W. E. Shaver, O. L. Grimes, doing business as [64] Grimes Packing Company, V. S. Jenkins, doing business as V. S. Jenkins Company, Ted E. Benson, L. Sumner, Ed Atkinson, George Faucett, Louis Summers, and George Fawcett.

Second. At all material times the petitioner, Alaska Steamship Company, was, and now is, a corporation duly organized and existing under and by virtue of the laws of the State of Nevada, and for many years last past has maintained, and now maintains its principal office and place of business in the City of Seattle, State and Western District of Washington, and was the owner and operator of

the American Steamship "Denali", which, at all said times, was a general ship, engaged in the common carriage of merchandise for hire upon the high seas between the port of Seattle and the port of Metlakatla and other Alaskan ports.

The Nature of Claimants' Claim

Third. On or about the 15th day of May, 1935, the merchandise described in the schedules annexed hereto, in good order and condition, was delivered to petitioner and shipped and placed on board the steamship "Denali" at the port of Seattle, to be carried by the petitioner in the said steamship to Metlakatla, Alaska, and the other ports of destination set out in the said schedules, there to be delivered within a reasonable time in the like good order and condition as when shipped, to the order of the consignee named in the said schedules, in consideration of a certain agreed freight, and in accordance with the valid terms of a certain bill of lading then and there signed and delivered to the shipper named in the said schedules by the [65] duly authorized agents of the petitioner and of the steamship "Denali".

Fourth. Thereafter, and on or about the 16th day of May, 1935, the said steamship, having the said merchandise on board, sailed from the port of Seattle for the part of Metlakatla and other Alaskan ports. In breach of the terms of the said bill of lading, the said merchandise was not carried to said ports of destination by the petitioner, and although a reasonable time has long since elapsed,

the petitioner and those in charge of the steamship "Denali" have wholly failed and refused to deliver said cargo at said ports of destination in like good order and condition, or otherwise.

Fifth. The claimants were, on the date on which this claim accrued, the owner of the merchandise described in the schedule annexed hereto.

Sixth. The claimants, or their representatives, have duly performed all the terms and conditions of the contracts of carriage by them to be performed.

The Grounds of Claimants' Claim

Seventh. The grounds of claimants' claim are: That the petitioner and the steamship "Denali" have wholly failed to deliver any of the merchandise described in the annexed schedules to the persons entitled to delivery thereof at the said port of destination or elsewhere.

The Items of Claimants' Claim

Eighth. The items of claimants' claim are set forth in the annexed schedules. [66]

Ninth. The claim accrued when a reasonable time had elapsed within which the petitioner and the steamship "Denali" should have made delivery at destination after receiving said merchandise on board said steamship on the 15th day of May, 1935.

Tenth. No credits exist on claimants' claim, and no payments have been made on account of it.

Eleventh. By reason of the premises, claimants have suffered and sustained damages as nearly as the same can now be ascertained in the sums stated

in the schedules annexed hereto and incorporated herein.

Wherefore, claimants pray that this claim be approved and allowed by the court with interest and costs, and for such other and further relief as to the court may seem just and proper.

BIGHAM, ENGLAR, JONES &
HOUSTON

HAYDEN, MERRITT, SUMMERS &
BUCEY

Proctors for Claimants [67]

CLAIM OF PACIFIC COAST COAL
COMPANY, ET AL.

Schedule 1.

Straight Bill of Lading dated May 14, 1935

Shipper: Pacific Coast Coal Company

Consignee: Pacific Coast Coal Company

Port of Shipment: Seattle, Washington

Port of Destination: Douglas, Alaska

Description of Goods:

96,260 lbs. Bulk Utah Stove Coal

Approximate Value: \$392.25 [68]

Schedule 2.

Straight Bill of Lading dated May 14, 1935

Shipper: Pacific Coast Coal Company

Consignee: Pacific Coast Coal Company

Port of Shipment: Seattle, Washington

Port of Destination: Juneau, Alaska

Description of Goods:

186,222 lbs. Bulk Utah Stove Coal

8 Bales Empty Grain Sacks

Approximate Value: \$853.85

Claimants, Pacific Coast Coal Company and Fisher and Smith Bag Co., being the owners of partial shipments of said cargo of the S. S. "Denali" so non-delivered (of which descriptive essentials are listed in the foregoing Schedules 1 and 2) have been damaged in the sum of the total value thereof, to-wit: \$1246.10, which remains wholly unpaid and which is demanded by claimants, together with interest and costs. [69]

EXHIBIT 1

CLAIM OF GEORGE HOGG & COMPANY,
ET AL.

Schedule 1.

Straight bill of lading dated May 14, 1935

Shipper: Anderson Brothers Machine & Iron
Works

Consignee: George Hogg & Company

Port of Shipment: Seattle, Washington

Port of Destination: Blue Fox Bay, Alaska

Description of Goods:

1 Fish Grader

(Further described by the invoice as 1 Stand-
ard Herring Grader)

Approximate Value: \$484.00 [70]

Schedule 2.

Straight Bill of Lading dated May 15, 1935

Shipper: Schwabacher Hardware Co.

Consignee: George Hogg & Company

Port of Shipment: Seattle, Washington

Port of Destination: Blue Fox Bay, Alaska

Description of Goods:

<u>No. Packages</u>	<u>Description</u>	
55	Len Black Wrought Iron Pipe	
7 Bdles.	Black Wrought Iron Pipe	
2 "	Steel	
2 "	Galvanized Sheet Iron	
4 Kegs	Nails	
1 Crate	Nested Stove Pipe Iron	
1 Keg	Red Lead	
2 Cases	Stocks and Dies	
1 Ctn.	Stock Pot	
1 Crate	Wet Storage Batteries	
2	Iron Gate Valves	
2 Barrels	Iron Pipe Fittings	
1 Crate	Window Sash	0
1 Ctn.	Stock Pot	0
1 Bdle.	4 Pieces Barn Door Track	
1 Ctn.	Boiled Oil	
2	Iron Gate Valves	0
2 Cases	Hardware	
1 Ctn.	Iron Enamelware—nested	
1 Bdle.	Black Wrought Iron Pipe	
1 Case	Hardware	
"Pump"	1 Case	Hardware
10	Len Black Wrought Iron Pipe	

Approximate Value: \$1212.03 [71]

Schedule 3.

Straight Bill of Lading dated May 15, 1935

Shipper: Seattle Boiler Works

Consignee: George Hogg & Company

Port of Shipment: Seattle, Washington

Port of Destination: Blue Fox Bay, Alaska

Description of Goods:

<u>No. Packages</u>	<u>Description</u>
	1—60" x 16' Hrt. Boiler (Return Tubular Boiler)
2 Crates	Fire Brick Slabs
14 Sacks	Fire Clay
1	Smoke Box
2 Pieces	Smokestack 30' x 20'
1	Oil Burner Pump Set Complete—Crated
11 "	Angle Plate
8 "	Angle Iron
2 Boxes	Fittings
1 Coil	200' Guy Wire
11	Hanger Bolts
11 Pieces	No. 1 Beam
1	Fire Door
1	Draft Door
1 Can	Paint
1	Liner
2	Boiler Feed Pumps (boxed)

Approximate Value: \$2,506.24

Claimants, George Hogg & Company, Anderson Brothers Machine & Iron Works, Schwabacher Hardware Co. and Seattle Boiler Works, being the owners of partial shipments of said cargo of the S. S. "Denali" so non-delivered (of which descriptive essentials are listed in the foregoing Schedules 1, 2 and 3) have been damaged in the sum of the total value thereof, to-wit: \$4,202.27, which remains wholly unpaid and which is demanded [72] by claimants, together with interest and costs. [73]

CLAIM OF BLUE ISLAND PACKING CO.,
ET AL.

Schedule 1.

Three Straight Bills of Lading dated May 15,
1935

Shipper: Puget Sound Sheet Metal Works

Consignee: Blue Island Packing Co.

Port of Shipment: Seattle, Washington

Port of Destination: Blue Fox Bay, Alaska

Description of Goods:

<u>Bundles</u>	<u>Description</u>
	1—35,000 Gallon Fish Storage Tank —knock down
#1	1, 2 L Shell
2	3, 4 L “
3	5, 6 L “
4	7, 8, 9 L Shell
5	1 Shell Door
6	1, 2 R Shell
7	3, 4 R “
8	5, 6 R “
9	7, 8 R “
10	9, 10 R Shell
11	2, 4 Bottom
12	7, 11 “
13	10, 6 “
14	12, 8 “
15	9, 5 “
16	1, 3 “
17	20 Pieces Shell Channel
18	6 “ Bottom Channel
19	5 “ “ “
20	8 “ Draw Bands
21	3 “ Angle Ring
Boxes 22	2000 Machine Bolts
“ 23	540 Feet Packing

<u>Bundles</u>	<u>Description</u>
	100 Machine Bolts
	8 Tank Lugs
	12# Lead
	16 Square Nuts
	2 Speed Wrenches
	2 Drift Pins
	2 Blueprints
	700 Machine Bolts
	1—20,000 Gallon Tank knock down
1-14 Inc.	14 Pieces Shell
15	14 Pieces Shell Channel
16	5, 6, 9, 10 Bottom
17	4, 8 “
18	3, 7 “
19	1, 2 “
20	9 Pieces Bottom Channel
21	2 “ Angle Ring
22	1, 2, 3 Cover
23	4, 5, 6 “
24	7, 8, 9 “
25	10, 11, 12 Cover
26	13, 14, 15 “
27	16, 17, 18 Manhole Cover
28	6 Pieces Draw Bands
29	2 Pieces Cone for Cover
Box 30	2000 Machine Bolts
31	350 Foot Packing
	500 Machine Bolts
	50 “ “
	6 Tank Lugs
	22 Square Nuts
	2 Speed Wrenches
	2 Drift Pins
	9 Lbs. Lead
	2 Blueprints

[74]

<u>Bundles</u>	<u>Description</u>
	1—25,000 Gallon Tank knock down
#1	1 Shell
2	2, 3, 16 Shell
3	4, 5 Shell
4	6, 7 “
5	8, 9 “
6	10, 11 Shell
7	12, 13 “
8	14, 15 “
9	16 Pieces Shell Channel
10	6 “ Draw Bands
11	3, 4 Bottom
12	5, 6, 9, 10 Bottom
13	7, 8 Bottom
14	1, 2 “
15	9 Pieces Bottom Channel
16	2, 3, 4 Cover
17	5, 6, 7 “
18	8, 9, 10 “
19	11, 12, 13 Cover
20	14, 15, 16 “
	[75]
21	1, 17, 18 Manhole Cover
22	3 Pieces Angle Ring
23	2 Pieces Cone for Cover
24	2000— $\frac{3}{8} \times \frac{3}{4}$ Machine Bolts
25	400 Feet Packing
	100— $\frac{3}{8} \times 1\frac{1}{2}$ Machine Bolts
	22— $\frac{3}{8} \times 2\frac{1}{2}$ Machine Bolts
	6— $\frac{1}{4} \times \frac{3}{4}$ F. H. S. B.
	22— $\frac{1}{2}$ " Square Nuts
	700— $\frac{3}{8} \times \frac{3}{4}$ Machine Bolts
	9—Tank Lugs
	2—Speed Wrenches
	2—Drift Pins
	9# Lead
	2—Blueprints

Bundles	Description
	1—25,000 Gallon Tank knock down
1	1 Shell
2	2, 3, 16 Shell
3	4, 5 Shell
4	6, 7 “
5	8, 9 “
6	10, 11 Shell
7	12, 13 “
8	14, 15 “
9	16 Pieces Shell Channel
10	6 “ Draw Bands
11	3, 4 Bottom
12	5, 6, 9, 10 Bottom
13	7, 8 Bottom
14	1, 2 “
15	9 Pieces Bottom Channel
16	2, 3, 4 Cover
17	5, 6, 7 “
18	8, 9, 10 “
19	11, 12, 13 Cover
20	14, 15, 16 “
21	1, 17, 18 Manhole Cover
22	3 Pieces Angle Ring
23	2 “ Cone for Cover
24	2000— $\frac{3}{8} \times \frac{3}{4}$ Machine Bolts
25	400 Feet Packing
	22— $\frac{3}{8} \times 2\frac{1}{2}$ Machine Bolts
	100— $\frac{3}{8} \times 1\frac{1}{2}$ “ “
	6— $\frac{1}{4} \times \frac{3}{4}$ F. H. S. B.
	22— $\frac{1}{2}$ ” Square Nuts
	700— $\frac{3}{8} \times \frac{3}{4}$ Machine Bolts
	9—Tank Lugs
	2—Speed Wrenches
	2—Drift Pins

9 Lbs. Lead
2 — Blueprints

Approximate Value: \$2989.80

Claimants, Blue Island Packing Co., Puget Sound Sheet Metal Works and George Hogg and Company, being the owners of partial shipment of said cargo of the S. S. "Denali" so non-delivered (of which descriptive essentials are listed in the foregoing Schedule 1) have been damaged in the sum of the value thereof, to-wit: \$2989.80, which remains wholly unpaid, and which is demanded by claimants, together with interest and costs. [77]

EXHIBIT 1

CLAIM OF ANNETTE ISLAND CANNING CO.,
ET AL.

Schedule 1.

Straight bill of lading dated May 1935

Shipper: F. S. Lang Manufacturing Co.

Consignee: Annette Island Canning Co.

Port of Shipment: Seattle, Washington

Port of Destination: Metlakatla, Alaska

Description of Goods:

1 Crated Stove

1 Crated Shelf

Approximate Value: \$52.96 [78]

EXHIBIT 2

Schedule 2.

Straight bill of lading dated May 11, 1935

Shipper: Kieckhefer Container Company

Consignee: Annette Island Canning Co.

Port of Shipment: Seattle, Washington

Port of Destination: Metlakatla, Alaska

Description of Goods:

344 Bundles Solid Fiber Containers branded
 "Eat More Salmon" on sides

340 Bundles Solid Fiber Containers branded
 "Alaska Gem" on ends, "Eat More Salmon"
 on sides.

1 Bundle of 7 Solid Fiber Containers branded
 "Alaska Gem" on ends, "Eat More Salmon"
 on sides.

Approximate Value: \$1118.07 [79]

Schedule 3.

Straight Bill of Lading No. J-1687, dated May 14,
 1935

Shipper: The United States Printing & Litho-
 graph Co.

Consignee: Annette Island Canning Co.

Port of Shipment: Seattle, Washington

Port of Destination: Metlakatla, Alaska

Description of Goods:

15 Cases Printed Labels 1 R to 15 R

Approximate Value: \$2612.22 [80]

EXHIBIT 4.

Schedule 4.

Straight bill of lading dated May 13, 1935.

Shipper: Arden Salt Co.

Consignee: Annette Island Canning Co.

Port of Shipment: Seattle, Washington.

Port of Destination: Metlakatla, Alaska.

Description of Goods:

400—125 # sacks Arden K. D. Special Cannery
Salt.

80—125 # sacks Arden Undried, half-ground
Salt.

Approximate Value: \$480.97. [81]

EXHIBIT 5.

Schedule 5.

Straight Bill of Lading dated May 14, 1935.

Shipper: Smith Cannery Machines Co.

Consignee: Annette Island Canning Co.

Port of Shipment: Seattle, Washington.

Port of Destination: Metlakatla, Alaska.

Description of Goods:

1 Box repair parts for "Iron Chink".

Approximate Value: \$238.37. [82]

EXHIBIT 6.

Schedule 6.

Straight Bill of Lading dated May 10, 1935.

Shipper: Kelley-Clarke Co.

Consignee: Annette Island Packing Co.

Port of Shipment: Seattle, Washington.

Port of Destination: Metlakatla, Alaska.

Description of Goods:

11 Cases Black Top brand paper labels

5 Cases Bugle brand Paper labels.

1 Case Antler brand paper labels.

1 Case Antler and Bugle brand paper labels.

Approximate Value: \$1,308.28. [83]

EXHIBIT 7.

Schedule 7.

Straight Bill of Lading dated May 15, 1935.

Shipper: Continental Can Company, Inc.

Consignee: Annette Island Packing Co.

Port of Shipment: Seattle, Washington.

Port of Destination: Metlakatla, Alaska.

Description of Goods:

3451 Cases No. 1 tall semi-formed cans.

1001 Cases No. 1 tall cans O. E.

Claimants, Annette Island Canning Co., F. S. Lang Manufacturing Co., Kieckhefer Container Company, The United States Printing & Lithograph Co., Arden Salt Co., Smith Cannery Machines Co., Kelley-Clarke Co. and Continental Can Company, Inc., being the owners of partial shipments of said cargo of the S.S. "Denali" so non-delivered (of which descriptive essentials are listed in the foregoing Schedules 1, 2, 3, 4, 5, 6, and 7) have been damaged in the sum of the total value thereof, to-wit: \$31,572.44, which remains wholly unpaid and which is demanded by claimants, together with interest and costs. [84]

EXHIBIT 1.

CLAIM OF KADIAK FISHERIES CO., ET AL.

Schedule 1.

Straight Bill of Lading dated May 13, 1935.

Shipper: American Can Company.

Consignee: Kadiak Fisheries Company.

Port of Shipment: Seattle, Washington.

Port of Destination: Kodiak, Alaska.

Description of Goods:

8000 Fiber Cases No. 1 tall Pl. Coll. Cans.

2400 Wood Cases No. 1 tall 19 Ends.

Approximate Value: \$60,604.28. [85]

EXHIBIT 2.

Schedule 2.

Straight Bill of Lading dated May 13, 1935.

Shipper: J. E. Shields & Co., Inc.

Consignee: Kodiak Fisheries Co.

Port of Shipment: Seattle, Washington.

Port of Destination: Kodiak, Alaska.

Description of Goods:

800 Sacks K. D. Canners Salt.

Approximate Value: \$849.75. [86]

EXHIBIT 3.

Schedule 3.

Straight Bill of Lading dated May 15, 1935.

Shipper: Fibreboard Products, Inc.

Consignee: Kodiak Fisheries Co.

Port of Shipment: Seattle, Washington.

Port of Destination: Kodiak, Alaska.

Description of Goods:

3334 Bundles Fiber Boxes K. D.

3 Iron Drums Silicate of Soda.

Approximate Value: \$5,538.15. [87]

EXHIBIT 4.

Schedule 4.

Straight Bill of Lading dated May 14, 1935.

Shipper: National Adhesives Corporation.

Consignee: Kadiak Fisheries Co.

Port of Shipment: Seattle, Washington.

Port of Destination: Kodiak, Alaska.

Description of Goods:

1 Bbl. Liquid Glue.

Approximate Value: \$19.36.

Claimants, Kadiak Fisheries Co., American Can Company, J. E. Shields & Co., Inc., Fibreboard Products, Inc. and National Adhesives Corporation, being the owners of partial shipments of said cargo of the S.S. "Denali" so non-delivered (of which descriptive essentials are listed in the foregoing Schedules 1, 2, 3 and 4) have been damaged in the sum of the total value thereof, to-wit: \$67,011.54, which remains wholly unpaid and which is demanded by claimants, together with interest and costs. [88]

EXHIBIT 1.

CLAIM OF CHUGACH GOLD MINES,
INC., ET AL.

Schedule 1.

Straight Bill of Lading dated May 15, 1935.

Shipper: E. I. DuPont de Nemours & Co., Inc.

Consignee: Chugach Gold Mines, Inc.

Port of Shipment: Seattle, Washington.

Port of Destination: Valdez, Alaska.

Description of Goods:

60 Cases Dynamite.

1 Box No. 6 Blast Caps.

1 Case Safety Fuse—2000 feet.

1 Case Safety Fuse—3000 feet.

Approximate Value: \$505.10.

Claimants, Chugach Gold Mines, Inc. and E. I. DuPont de Nemours & Co., Inc., being the owners of partial shipment of said cargo of the S.S. "Denali" so non-delivered (of which descriptive essentials are listed in the foregoing Schedule 1) have been damaged in the sum of the value thereof, to-wit: \$505.10, which remains wholly unpaid, and which is demanded by claimants, together with interest and costs. [89]

EXHIBIT 1.

CLAIM OF GILSON MERCANTILE CO., ET AL.

Schedule 1.

Straight Bill of Lading dated May 15, 1935.

Shipper: E. I. DuPont de Nemours & Co., Inc.

Consignee: Gilson Mercantile Co.

Port of Shipment: Seattle, Washington.

Port of Destination: Valdez, Alaska.

Description of Goods:

40 Cases Dynamite.

4 Cases Safety Fuse.

Approximate Value: \$417.91.

Claimants, Gilson Mercantile Co. and E. I. DuPont de Nemours & Co., Inc., being the owners of partial shipment of said cargo of the S.S. "Denali"

so non-delivered (of which descriptive essentials are listed in the foregoing Schedule 1) have been damaged in the sum of the value thereof, to-wit: \$417.91, which remains wholly unpaid, and which is demanded by claimants, together with interest and costs. [90]

EXHIBIT 1.

CLAIM OF NORTHERN COMMERCIAL COMPANY, ET AL.

Schedule 1.

Straight Bill of Lading dated May 15, 1935.

Shipper: E. I. DuPont de Nemours & Co., Inc.

Consignee: Northern Commercial Company.

Port of Shipment: Seattle, Washington.

Port of Destination: Seward, Alaska.

Description of Goods:

280 Cases Spec. Gel. 40%.

20 Cases Spec. Gel. 60%.

10 Cases Red Cross Extra 20%.

100 Cases Red Cross Extra 40%.

100 Cases Extra "C".

6 Cases 3000 Ft. Fuse.

20 Cases each 1000 Ft. Fuse.

1 Case Smokeless Rifle Powder.

Approximate Value: \$3740.00.

Claimants, Northern Commercial Company and E. I. DuPont de Nemours & Co., Inc., being the owners of partial shipment of said cargo of the S.S. "Denali" so non-delivered (of which descriptive essentials are listed in the foregoing Schedule 1) have

been damaged in the sum of the value thereof, to-wit: \$3740.00, which remains wholly unpaid, and which is demanded by claimants, together with interest and costs. [91]

EXHIBIT 1

CLAIM OF STANDARD OIL COMPANY,
ET AL.

Schedule 1

Straight Bill of Lading dated May 14, 1935

Shipper: Eyres Transfer Co.

Consignee: Alaska Steamship Company

Port of Shipment: Seattle, Washington

Port of Destination: Seward, Alaska

Description of Goods:

25 Bbles. Solid Asphalt

Approximate Value: \$184.94 [92]

EXHIBIT 2

Schedule 2

Straight Bill of Lading dated May 15, 1935

Shipper: Western Engineering Co.

Consignee: O. J. Reinseth

Port of Shipment: Seattle, Washington

Port of Destination: Fairbanks, Alaska

Description of Goods:

8 Steel Frames

32 Pcs Angles

1 Sack Bolts

1 Bdl. of 2 Plates

1 Pkg. Flanges

Approximate Value: \$474.22 [93]

EXHIBIT 3

Schedule 3

Straight Bill of Lading dated May 15, 1935

Shipper: W. E. Shaver

Consignee: O. J. Reinseth

Port of Shipment: Seattle, Washington

Port of Destination: Seward Alaska (Fairbanks,
Alaska Railroad)

Description of Goods:

1 Sheet Iron Tank N.O.I.B.N.

U. S. Standard Gage No. 7 set up

Pieces of equipment for same, namely:

1 crate valves and fittings

1 bundle 2 pieces iron pipe

dunnage to go forward

70 feet cable

2½" turnbuckles

4½" Washers

2 pieces 6 x 6 x 16' lumber

Approximate Value: \$559.30 [94]

Schedule 4

Straight Bill of Lading dated May 15, 1935

Shipper: W. E. Shaver

Consignee: O. J. Reinseth

Port of Shipment: Seattle, Washington

Port of Destination: Seward, Alaska (Fairbanks,
Alaska, Railroad)

Description of Goods:

1 Sheet Iron Tank N.O.I.B.N.

U. S. Standard Gage No. 7—set up

Pieces of equipment for same, namely:

1 Crate Valves and Fittings

1 Bundle 2 Pieces Iron Pipe

Dunnage to go forward

70 Feet Cable

2½" Turnbuckles

4½" Washers

2 Pieces 6 x 6 x 16' Lumber

Approximate Value: \$559.30

Claimant, Standard Oil Company, being the owner of partial shipments of said cargo on the S.S. "Denali" so non-delivered (of which descriptive essentials are listed in the foregoing Schedules 1, 2, 3 and 4) have been damaged in the sum of the total value thereof, to-wit: \$1777.76, which remains wholly unpaid and which is demanded by claimants, together with interest and costs. [95]

EXHIBIT 1

CLAIM OF PIONEER SEA FOODS CO.,
ET AL.

Schedule 1

Straight Bill of Lading dated May 13, 1935

Shipper: American Can Company

Consignee: Pioneer Sea Foods Co.

Port of Shipment: Seattle, Washington

Port of Destination: Cordova, Alaska

Description of Goods:

2000 Cases No. 1 tall Pl. Coll. Cans

600 Cases No. 1 tall 19 O.E. Ends

Approximate Value: \$15,257.77

Claimants, American Can Company and Pioneer Sea Foods Co., being the owners of partial shipment of said cargo of the S.S. "Denali" so non-delivered (of which descriptive essentials are listed in the foregoing Schedule 1) have been damaged in the sum of the value thereof, to-wit: \$15,257.77, which remains wholly unpaid, and which is demanded by claimants, together with interest and costs. [96]

EXHIBIT 1

CLAIM OF SAN JUAN FISHING AND
PACKING CO., ET AL.

Schedule 1

Straight Bill of Lading dated May 13, 1935

Shipper: Kieckhefer Container Company

Consignee: San Juan Fishing and Packing Co.

Port of Shipment: Seattle, Washington

Port of Destination: Port San Juan, Alaska

Description of Goods:

674 Bundles of 15 each

1 Bundle of 8

Solid Fiber Containers,
branded "Calvert"

345 Bundles of 15 each

Solid Fiber Containers,
branded "Black Top"

392 Bundles of 15 each

1 Bundle of 9

Solid Fiber Containers,

branded "Cherokee"

Approximate Value: \$2,306.72 [97]

EXHIBIT 2

Schedule 2

Straight Bill of Lading dated May 13, 1935

Shipper: American Can Company

Consignee: San Juan Fishing and Packing Co.

Port of Shipment: Seattle, Washington

Port of Destination: Port San Juan, Alaska

Description of Goods:

3334 fiber cases No. 1 tall pl. coll. cans

1001 wooden cases No. 1 tall 19 pl. ends

Approximate Value: \$24,332.80 [98]

EXHIBIT 3

Schedule 3

Straight Bill of Lading dated May 13, 1935

Shipping permit No. D-10839

Shipper: Arden Salt Company

Consignee: San Juan Fishing and Packing Co.

Port of Shipment: Seattle, Washington

Port of Destination: Port San Juan, Alaska

Description of Goods:

240—125# sacks Arden K.D. special cannery
salt

800—125# sacks Arden K.D. special herring
salt

Approximate Value: \$1,104.67 [99]

EXHIBIT 4

Schedule 4

Straight Bill of Lading dated May 13, 1935

Shipper: Northwestern Woodenware Company

Consignee: San Juan Fishing and Packing Co.

Port of Shipment: Seattle, Washington

Port of Destination: Port of San Juan, Alaska

Description of Goods:

353 Herring half-barrels packed with staves

124 Herring half-barrels packed with heads

113 Herring half-barrels packed with hoops

2 Herring half-barrels packed with supplies

Note: The above group making a total of
2000 herring half-barrels K.D.

89 Herring whole barrels packed with staves

26 Herring whole barrels packed with heads

29 Herring whole barrels packed with hoops

1 Herring whole barrel packed with supplies

Note: The above group making a total of
500 whole barrels K.D.

Approximate Value: \$3,822.50 [100]

EXHIBIT 5

Schedule 5

Straight Bill of Lading dated May 13, 1935

Shipper: Kieckhefer Container Company

Consignee: San Juan Fishing and Packing Co.

Port of Shipment: Seattle, Washington

Port of Destination: Uganik Bay, Alaska

Description of Goods:

674 Bundles of 15 each solid fiber containers
branded "Calvert"

688 Bundles of 15 each solid fiber containers
branded "Black Top"

345 Bundles of 15 each solid fiber containers
plain

Approximate Value: \$2,788.39 [101]

EXHIBIT 6

Schedule 6

Straight Bill of Lading dated May 13, 1935

Shipper: Arden Salt Company

Consignee: San Juan Fishing and Packing Co.

Port of Shipment: Seattle, Washington

Port of Destination: Uganik Bay, Alaska

Description of Goods:

240—125# Sacks Arden K.D. special
canners' salt

Approximate Value: \$254.92 [102]

Schedule 7.

Straight Bill of Lading dated May 13, 1935.

Shipper: American Can Company.

Consignee: San Juan Fishing and Packing Co.

Port of Shipment: Seattle, Washington.

Port of Destination: Uganik Bay, Alaska.

Description of Goods:

3334 Fiber Cases No. 1 Tall Pl. Coll. Cans.

1001 Wooden Cases No. 1 Tall 19 Pl. Ends.

Approximate Value: \$24,332.80.

Claimants, San Juan Fishing and Packing Co., Kieckhefer Container Company, American Can Company, Arden Salt Company and Northwestern Woodenware Company, being the owners of partial shipments of said cargo of the S.S. "Denali" so non-delivered (of which descriptive essentials are listed in the foregoing Schedules 1, 2, 3, 4, 5, 6 and 7) have been damaged in the sum of the total value thereof, to-wit: \$58,942.80, which remains wholly unpaid and which is demanded by claimants, together with interest and costs. [103]

CLAIM OF THE NAKAT PACKING CORPORATION, ET AL.

Schedule 1.

Straight bill of lading dated May 14, 1935.

Shipper: Asbestos Supply Co.

Consignee: Nakat Packing Corporation.

Port of Shipment: Seattle, Washington.

Port of Destination: Waterfall, Alaska.

Description of Goods:

1 Bale Brake lining.

Approximate Value: \$23.28. [104]

Schedule 2.

Straight Bill of Lading dated May 15, 1935.

Shipper: Camp Lewis Tent & Awning Co.

Consignee: Nakat Packing Corporation.

Port of Shipment: Seattle, Washington.

Port of Destination: Waterfall, Alaska.

Description of Goods: 6 Army Steel Bunks.

Approximate Value: \$18.97. [105]

Schedule 3.

Straight Bill of Lading dated May 15, 1935.
Shipper: Carman Manufacturing Company.
Consignee: Nakat Packing Corporation.
Port of Shipment: Seattle, Washington.
Port of Destination: Waterfall, Alaska.
Description of Goods: 3 Bales Cotton Mattresses.
Approximate Value: \$68.31. [106]

Schedule 4.

Straight Bill of Lading dated May 13, 1935.
Shipper: Marshall-Wells Co.
Consignee: Nakat Packing Corporation.
Port of Shipment: Seattle, Washington.
Port of Destination: Waterfall, Alaska.
Description of Goods: 1 Carton Iron Nuts.
Approximate Value: \$2.70. [107]

Schedule 5.

Straight Bill of Lading dated May 14, 1935.
Shipper: National Adhesives Corporation.
Consignee: Nakat Packing Corporation.
Port of Shipment: Seattle, Washington.
Port of Destination: Waterfall, Alaska.
Description of Goods: 13 Barrels Liquid Glue.
Approximate Value: \$611.61. [108]

Schedule 6.

Straight Bill of Lading dated May 15, 1935.
Shipper: National Grocery Company.
Consignee: Nakat Packing Corporation.
Port of Shipment: Seattle, Washington.

Port of Destination: Waterfall, Alaska.

Description of Goods: 2 Sacks Golden "C" Sugar.

Approximate Value: \$9.95. [109]

Schedule 7.

Straight Bill of Lading dated May 15, 1935.

Shipper: Oakite Products, Inc.

Consignee: Nakat Packing Corporation.

Port of Shipment: Seattle, Washington.

Port of Destination: Waterfall, Alaska.

Description of Goods:

1 Barrel Oakite Cleaning Compound (No. 20)

Approximate Value: \$31.46. [110]

Schedule 8.

Straight Bill of Lading dated May 15, 1935.

Shipper: Pacific Marine Supply Company.

Consignee: Nakat Packing Corporation.

Port of Shipment: Seattle, Washington.

Port of Destination: Waterfall, Alaska.

Description of Goods:

1 Bale Manila Netting.

1 Bale Cotton Netting.

5 Drums Creosote.

Approximate Value: \$407.03. [111]

Schedule 9.

Straight Bill of Lading dated May 10, 1935.

Shipper: Seattle Steel Company.

Consignee: Nakat Packing Corporation.

Port of Shipment: Seattle, Washington.

Port of Destination: Waterfall, Alaska.

Description of Goods: 1 Bar Steel $\frac{1}{4}$ "x3"x20'.

Approximate Value: \$2.48. [112]

Schedule 10.

Straight Bill of Lading dated May 13, 1935.

Shipper: Nakat Packing Corporation.

Consignee: Nakat Packing Corporation.

Port of Shipment: Seattle, Washington.

Port of Destination: Waterfall, Alaska.

Description of Goods: 1 Box Air Brake Material.

Approximate Value: \$70.22. [113]

Schedule 11.

Straight Bill of Lading dated May 13, 1935.

Shipper: American Can Company.

Consignee: Nakat Packing Corporation.

Port of Shipment: Seattle, Washington.

Port of Destination: Waterfall, Alaska.

Description of Goods:

6667 Fiber Cases No. 1 Tall Pl. Coll. Cans.

2001 Wooden Cases No. 1 Tall 19 Pl. Ends.

Approximate Value: \$50,980.30. [114]

Schedule 12.

Straight Bill of Lading dated May 14, 1935.

Shipper: Nakat Packing Corporation.

Consignee: Nakat Packing Corporation.

Port of Shipment: Seattle, Washington.

Port of Destination: Waterfall, Alaska.

Description of Goods: 42 Boxes Iron Rivets—
Coppered.

Approximate Value: \$1369.93. [115]

Schedule 13.

Straight Bill of Lading dated May 15, 1935.

Shipper: American Can Company.

Consignee: Nakat Packing Corporation.

Port of Shipment: Seattle, Washington.

Port of Destination: Waterfall, Alaska.

Description of Goods: One Box Machine Parts.

Approximate Value: \$205.94.

Claimants, Nakat Packing Corporation, Great Atlantic & Pacific Tea Company, Asbestos Supply Co., Camp Lewis Tent & Awning Co., Carman Manufacturing Company, Marshall-Wells Co., National Adhesives Corporation, National Grocery Company, Oakite Products, Inc., Pacific Marine Supply Company, Seattle Steel Company, Westinghouse Pacific C. Brake, American Can Company and Judson L. Thomson, being the owners of partial shipments of said cargo of the S. S. "Denali" so non-delivered (of which descriptive essentials are listed in the foregoing Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13) have been damaged in the sum of the total value thereof, to-wit: \$53,802.18, which remains wholly unpaid and which is demanded by claimants, together with interest and costs. [116]

**CLAIM OF FIDALGO ISLAND PACKING CO.,
ET AL.**

Schedule 1.

Straight Bill of Lading dated May 13, 1935.

Shipper: American Can Company.

Consignee: Fidalgo Island Packing Co.

Port of Shipment: Seattle, Washington.

Port of Destination: Ketchikan, Alaska.

Description of Goods:

6000 Fiber Cases $\frac{1}{2}$ Flat Ala. O. T. Cans.

288 Wooden Cases $\frac{1}{2}$ Flat Ala. O. E. Ends.

Approximate Value: \$5450.88. [117]

Schedule 2.

Straight Bill of Lading dated May 13, 1935.

Shipper: Arden Salt Co.

Consignee: Fidalgo Island Packing Co.

Port of Shipment: Seattle, Washington.

Port of Destination: Ketchikan, Alaska.

Description of Goods:

240—125# Sacks Arden KD Special Canners
Salt.

Approximate Value: \$231.75. [118]

Schedule 3.

Straight Bill of Lading dated May 13, 1935.

Shipper: American Can Company.

Consignee: Fidalgo Island Packing Co.

Port of Shipment: Seattle, Washington.

Port of Destination: Port Graham, Alaska.

Description of Goods:

5334 Fiber Cases No. 1 Tall Pl. Coll. Cans.

1601 Wooden Cases No. 1 Tall 19 O. E. Ends.

Approximate Value: \$36,734.60. [119]

Schedule 4.

Straight Bill of Lading dated May 13, 1935.

Shipper: Arden Salt Company.

Consignee: Fidalgo Island Packing Co.

Port of Shipment: Seattle, Washington.

Port of Destination: Port Graham, Alaska.

Description of Goods:

400—125# Sacks Arden KD Special Cannery
Salt.

Approximate Value: \$386.25. [120]

Schedule 5.

Straight Bill of Lading dated May 11, 1935.

Shipper: Longview Fiber Company.

Consignee: Fidalgo Island Packing Co.

Port of Shipment: Seattle, Washington.

Port of Destination: Port Graham, Alaska.

Description of Goods:

1204 Bundles 18060 Cases 48-1 Tall .100.

687 Bundles 10300 Cases 48-1 Tall .100.

Approximate Value: \$2,949.44.

Claimants, Fidalgo Island Packing Co., American Can Company, Arden Salt Co., and Longview Fiber Company, being the owners of partial shipments of said cargo of the S.S. "Denali" so non-delivered (of which descriptive essentials are listed in the foregoing Schedules 1, 2, 3, 4 and 5) have been damaged in the sum of the total value thereof, to-wit: \$45,752.92, which remains wholly unpaid and which is demanded by claimants, together with interest and costs. [121]

CLAIM OF CHATHAM STRAIT FISH
COMPANY, ET AL.

Schedule 1.

Straight Bill of Lading dated May 22, 1935.

Shipper: Atlas Engine Co.

Consignee: Chatham Strait Packing Co.

Port of Shipment: Seattle, Washington.

Port of Destination: Crab Bay, Alaska.

Description of Goods:

One Box. 75 H.P. Diesel Engine.

One Box Shafting.

One Crated Propeller.

One Crate Aux. Engine.

One Air Tank.

One Box Fittings.

One Flywheel.

Approximate Value: \$6163.00.

Claimants, Chatham Strait Fish Company and Atlas Engine Co., being the owners of partial shipment of said cargo of the S.S. "Denali" so non-delivered (of which descriptive essentials are listed in foregoing Schedule No. 1) have been damaged in the sum of the value thereof, to-wit: \$6163.00, which remains wholly unpaid, and which is demanded by claimants together with interest and costs. [122]

CLAIM OF O. L. GRIMES, ET AL.

Schedule 1.

Straight Bill of Lading dated May 13, 1935.

Shipper: Pacific Marine Supply Company.

Consignee: O. L. Grimes.

Port of Shipment: Seattle, Washington.

Port of Destination: Ouzinkie, Alaska.

Description of Goods:

3 Coils Cotton Rope.

2 Sacks Lead Lines.

4 Bundles Ores.

Approximate Value: \$245.38. [123]

Schedule 2.

Straight Bill of Lading dated May 13, 1935.

Shipper: American Can Company.

Consignee: O. L. Grimes.

Port of Shipment: Seattle, Washington.

Port of Destination: Ouzinkie, Alaska.

Description of Goods:

2134 Fiber Cases No. 1 Tall Pl. Coll Cans.

641 Wooden Cases No. 1 Tall 19 O. E. Ends.

Approximate Value: \$16,166.34. [124]

Schedule 3.

Straight Bill of Lading dated May 14, 1935.

Shipper: Smith Cannery Machines Co.

Consignee: O. L. Grimes.

Port of Shipment: Seattle, Washington.

Port of Destination: Ouzinkie, Alaska.

Description of Goods:

One Box Repair Parts for "Iron Chink".

Approximate Value: \$4.73.

Claimants, O. L. Grimes, Pacific Marine Supply Company, American Can Company and Smith Can-

nery Machines Co., being the owners of partial shipments of said cargo of the S.S. "Denali" so non-delivered (of which descriptive essentials are listed in the foregoing Schedules Nos. 1, 2 and 3) have been damaged in the sum of the total value thereof, to-wit: \$16,416.45, which remains wholly unpaid and which is demanded by claimants together with interest and costs. [125]

CLAIM OF NABESNA MINING
CORPORATION, ET AL.

Schedule 1.

Straight Bill of Lading dated May 15, 1935.

Shipper: E. I. DuPont de Nemours & Co., Inc.

Consignee: Nabesna Mining Corporation.

Port of Shipment: Seattle, Washington.

Port of Destination: Cordova, Alaska.

Description of Goods: One Case E. B. Caps.

Approximate Value: \$53.00.

Claimants, Nabesna Mining Corporation and E. I. DuPont de Nemours & Co., Inc., being the owners of partial shipment of said cargo of the S.S. "Denali" so non-delivered (of which descriptive essentials are listed in the foregoing Schedule No. 1) have been damaged in the sum of the value thereof, to-wit: \$53.00, which remains wholly unpaid, and which is demanded by claimants together with interest and costs. [126]

CLAIM OF APEX FISH COMPANY, ET AL.

Schedule 1.

Straight Bill of Lading dated May 15, 1935.

Shipper: V. S. Jenkins Co.

Consignee: Apex Fish Company.

Port of Shipment: Seattle, Washington.

Port of Destination: Port Wakefield, Alaska.

Description of Goods:

One Crate Oil Pumping Set.

2 Jenco Burners.

Approximate Value: \$731.50. [127]

Schedule 2.

Straight Bill of Lading dated May 15, 1935.

Shipper: Seattle Boiler Works.

Consignee: Apex Fish Company.

Port of Shipment: Seattle, Washington.

Port of Destination: Port Wakefield, Alaska.

Description:

1 84" x 18' Scotch Marine Dryback Boiler.

1 Boiler Combustion Box.

1 Boiler Smoke Box.

2 Boiler Saddles.

2 Pieces Smokestack, 33" x 18'.

1 Smokestack Cone.

1 Angle Iron Frame Pulleys and Cable.

1 Box Boiler Fittings.

1 Box Valves.

1 Box Water Column.

1 Box Gaskets and Water Glasses.

1 Feed Water Pump (crated).

1 Sack Fire Clay.

Approximate Value: \$3355.00.

Claimants, Apex Fish Company, V. S. Jenkins Co. and Seattle Boiler Works, being the owners of partial shipments of said cargo of the S.S. "Denali" so non-delivered (of which descriptive essentials are listed in the foregoing Schedules 1 and 2) have been damaged in the sum of the total value thereof, to-wit: \$4086.50, which remains wholly unpaid and which is demanded by claimants, together with interest and costs. [128]

SECOND CLAIM OF ANNETTE ISLAND
PACKING COMPANY, ET AL.

Schedule 1.

Straight Bill of Lading dated May 15, 1935.

Shipper: Pacific Marine Supply Company.

Consignee: Annette Island Packing Company.

Port of Shipment: Seattle, Washington.

Port of Destination: Metlakatla, Alaska.

Description of Goods:

1 Bale Hose.

1 Coil Rope.

2 Bales Netting (marked for L. Summer).

1 Barrel Paint.

1 Carton Gaskets.

1 Bundle Purse Rings.

2 Only Blocks.

3 Barrels E. Coal Tar.

1 Case Copper Paint.

- 1 Case Marine Hardware.
- 2 Kegs Trap Staples.
- 1 Bundle Galvanized Sheet Iron.
- 1 Piece Galvanized Sheet Iron.
- 1 Bundle Pipe.
- 1 Piece Iron.
- 1 Barrel E. Refined Coal Tar (marked for George Fawcett).
- 1 Bale Twine (marked for George Fawcett).
- 1 Bale Corks (marked for George Fawcett).
- 1 Sack Seine Leads (marked for George Fawcett).
- 4 Coils Rope (marked for Ed Atkinson).
- 4 Sacks Seine Leads (marked for Ed Atkinson).
- 1 Bundle Purse Rings (marked for Ed Atkinson).
- 4 Bales Netting (marked for Ed Atkinson).
- 1 Bale Seine Twine (marked for Ed Atkinson).
- 3 Coils Rope.
- 3 Bales Netting.
- Bill of Lading dated April 30th:
- 6 Cartons Brushes.
- 6 Barrels E. Refined Coal Tar.
- 1 Steel Pulley.
- 8 Sacks Cold Water Paint.
- 1 Carton Hardware.
- 1 Carton Paint.
- 1 Case Asbestos.
- 1 Crate Waterfront for Stove. [129]
- 1 Crate Liverpool Head (marked for L. Summers).

1 Case Lights.

1 Bale Netting (marked for George Fawcett).

Approximate Value: \$2056.75.

Claimants, Annette Island Packing Company, Pacific Marine Supply Company, L. Summer, Ed Atkinson and George Fawcett, being the owners of partial shipments of said cargo of the S.S. "Denali" so non-delivered (of which descriptive essentials are listed in the foregoing Schedule 1) have been damaged in the sum of the total value thereof, to-wit: \$2056.75, which remains wholly unpaid and which is demanded by claimants, together with interest and costs. [130]

CLAIM OF SHEPARD POINT PACKING
CO., ET AL.

Schedule 1.

Straight Bill of Lading dated May 10, 1935.

Shipper: Western Cooperage Co.

Consignee: Shepard Point Packing Co.

Port of Shipment: Seattle, Washington.

Port of Destination: Port Ashton, Alaska.

Description of Goods:

354 Half Herring Barrels Staves.

116 Half Herring Barrels Heads.

56 Half Herring Barrels Head Hoops.

56 Half Herring Barrels Bilge Hoops.

1 Half Herring Barrels Head—Bilge Hoops.

3 Half Herring Barrels Bungs and Chalk.

1 Half Herring Barrels Bung Straps.

- 1 Half Herring Barrels Flagg.
- 1 Half Herring Barrels Shifters.
- 90 Full Herring Barrels Staves.
- 24 Full Herring Barrels Heads.
- 14 Full Herring Barrels Head Hoops.
- 14 Full Herring Barrels Bilge Hoops.
- 1 Full Herring Barrels Head and Bilge Hoops.
- 1 Keg Rivets.
- 1 Sack Truss Hoops and Coil Steel.

Approximate Value: \$4216.68.

Claimants, Shepard Point Packing Co. and Western Cooperage Co., being the owners of partial shipment of said cargo of the S.S. "Denali" so non-delivered (of which descriptive essentials are listed in the foregoing Schedule 1) have been damaged in the sum of the value thereof, to-wit: \$4216.68, which remains wholly unpaid, and which is demanded by claimants, together with interest and costs. [131]

CLAIM OF SEBASTIAN STUART FISH COMPANY, ET AL.

Schedule 1.

Straight Bill of Lading dated May 14, 1935.

Shipper: Rath Packing Co.

Consignee: Sebastian Stuart Fish Company.

Port of Shipment: Seattle, Washington.

Port of Destination: Tyee, Alaska.

Description of Goods:

4 Bundles Smoked Meats. (More particularly described by the invoice as 200 lbs. C. V. Bacon; 200 lbs. B. H. Regular Hams.)

Approximate Value: \$118.48. [132]

Schedule 2.

Straight Bill of Lading dated May 14, 1935.

Shipper: Columbia Steel Company.

Consignee: Sebastian Stuart Fish Company.

Port of Shipment: Seattle, Washington.

Port of Destination: Tyee, Alaska.

Description of Goods: One Coil Steel Wire Rope.

Approximate Value: \$34.68. [133]

Schedule 3.

Straight Bill of Lading dated May 15, 1935.

Shipper: York Ice Machinery Co.

Consignee: Sebastian Stuart Fish Company.

Port of Shipment: Seattle, Washington.

Port of Destination: Tyee, Alaska.

Description of Goods:

5 Bundles Iron Pipes.

1 Box Iron Pipe Fittings.

Approximate Value: \$164.17. [134]

Schedule 4.

Straight Bill of Lading dated May 15, 1935.

Shipper: Washington Creamery Company.

Consignee: Sebastian Stuart Fish Company.

Port of Shipment: Seattle, Washington.

Port of Destination: Tyee, Alaska.

Description of Goods:

5 Cases Eggs.

2 Boxes Cheese.

Approximate Value: \$56.65. [135]

Schedule 5.

Straight Bill of Lading dated May 14, 1935.

Shipper: Schwabacher Hardware Co.

Consignee: Sebastian Stuart Fish Company.

Port of Shipment: Seattle, Washington.

Port of Destination: Tyee, Alaska.

Description of Goods:

1 Bundle 3 Shovels.

4 Bundles 12 Anchor Shackles.

Approximate Value: \$58.57. [136]

Schedule 6.

Straight Bill of Lading dated May 14, 1935.

Shipper: Schwabacher Bros. & Co., Inc.

Consignee: Sebastian Stuart Fish Company.

Port of Shipment: Seattle, Washington.

Port of Destination: Tyee, Alaska.

Description of Goods:

4 Cases Cd. Prunes.

2 Cases Cd. Loganberries.

2 Cases Cd. Blackberries.

2 Cases Cd. Pears.

2 Cases Cd. Spinach.

2 Barrels Soda Pop Beverage.

1 Carton Snuff.

Approximate Value: \$72.44. [137]

Schedule 7.

Straight Bill of Lading dated May 15, 1935.

Shipper: Pacific Meat & Packing Co.

Consignee: Sebastian Stuart Fish Company.

Port of Shipment: Seattle, Washington.

Port of Destination: Tyee, Alaska.

Description of Goods:

5 Sacks Feed for Stock en route.

10 Sacks Feed.

Approximate Value: \$33.00. [138]

Schedule 8.

Straight Bill of Lading dated May 15, 1935.

Shipper: Pacific Fruit & Produce Co.

Consignee: Sebastian Stuart Fish Company.

Port of Shipment: Seattle, Washington.

Port of Destination: Tyee, Alaska.

Description of Goods:

20 Sacks Potatoes.

2 Boxes Apples.

Approximate Value: \$50.60. [139]

Schedule 9.

Straight Bill of Lading dated May 13, 1935.

Shipper: Lockwood Lumber Company.

Consignee: Sebastian Stuart Fish Company.

Port of Shipment: Seattle, Washington.

Port of Destination: Tyee, Alaska.

Description of Goods:

44 Pieces 2 x 12 No. 1 Common S 4 S.

32 Pieces 2 x 12"—18' No. 1 Common S 4 S.

32 Pieces 2 x 12"—12' No. 1 Common S 4 S.

24 Pieces	2 x 12"	—16'	No. 1 Common	S 4 S.
9 Pieces	2 x 12"	—14'	No. 1 Common	S 4 S.
2 Pieces	2 x 12"	—32'	No. 1 Common	S 4 S.
8 Pieces	2 x 12"	—20'	No. 1 Common	S 4 S.
2 Pieces	2 x 8"	—16'	No. 1 Common	S 4 S.
2 Pieces	2 x 8"	—14'	No. 1 Common	S 4 S.
2 Pieces	2 x 6"	—18'	No. 1 Common	S 4 S.
2 Pieces	2 x 6"	—12'	No. 1 Common	S 4 S.
6 Pieces	2 x 6"	—16'	No. 1 Common	S 4 S.
3 Pieces	6 x 6"	—16'	No. 1 Common	S 4 S.

Approximate Value: \$142.08. [140]

Schedule 10.

Straight Bill of Lading dated May 14, 1935.

Shipper: Galbraith & Co.

Consignee: Sebastian Stuart Fish Company.

Port of Shipment: Seattle, Washington.

Port of Destination: Tyee, Alaska.

Description of Goods: 60 Sacks Diamond Cement.

Approximate Value: \$56.10. [141]

Schedule 11.

Straight Bill of Lading dated May 15, 1935.

Shipper: Fisheries Supply Company.

Consignee: Sebastian Stuart Fish Company.

Port of Shipment: Seattle, Washington.

Port of Destination: Tyee, Alaska.

Description of Goods:

6 Bales Rags.

1 Carton Hardware.

Approximate Value: \$25.52. [142]

Schedule 12.

Straight Bill of Lading dated May 15, 1935.

Shipper: Armour & Co.

Consignee: Sebastian Stuart Fish Company.

Port of Shipment: Seattle, Washington.

Port of Destination: Tyee, Alaska.

Description of Goods:

2 Front Quarters Beef.

2 Hind Quarters Beef.

Approximate Value: \$86.54.

Claimants, Sebastian Stuart Fish Company, Rath Packing Co., Columbia Steel Company, York Ice Machinery Co., Washington Creamery Company, Schwabacher Hardware Co., Schwabacher Bros. & Co., Inc., Pacific Meat & Packing Co., Pacific Fruit & Produce Co., Lockwood Lumber Company, Galbraith & Co., Fisheries Supply Company and Armour & Co., being the owners of partial shipments of said cargo of the S.S. "Denali" so non-delivered (of which descriptive essentials are listed in the foregoing Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12) have been damaged in the sum of the total value thereof, to-wit: \$898.83, which remains wholly unpaid and which is demanded by claimants, together with interest and costs. [143]

CLAIM OF ATLAS POWDER COMPANY,
ET AL.

Schedule 1.

Straight Bill of Lading dated May 15, 1935.

Shipper: Atlas Powder Company.

Consignee: Evans Jones Coal Company.

Port of Shipment: Seattle, Washington.

Port of Destination: Seward, Alaska.

Description of Goods: 500 Cases High Explosives.

Approximate Value: \$3,381.84.

Claimants, Atlas Powder Company and Evans Jones Coal Company, being the owners of partial shipment of said cargo of the S.S. "Denali" so non-delivered (of which descriptive essentials are listed in the foregoing Schedule 1) have been damaged in the sum of the value thereof, to-wit: \$3,381.84, which remains wholly unpaid, and which is demanded by claimants together with interest and costs. [144]

CLAIM OF METLAKATLA COMMERCIAL CO., ET AL.

Schedule 1.

Straight Bill of Lading dated May 14, 1935.

Shipper: Seattle Hardware Co.

Consignee: Metlakatla Commercial Co.

Port of Shipment: Seattle, Washington.

Port of Destination: Metlakatla, Alaska.

Description of Goods:

1 Box Bldr. Hardware.

2 Rolls Bld. Paper.

1 Ctn. Boy's Coaster.

1 Box Bldr. Hardware.

1 Ctn. Caulking Cotton.

Approximate Value: \$24.00.

Claimants, Metlakatla Commercial Co. and Seattle Hardware Co., being the owners of partial shipment of said cargo of the S.S. "Denali" so non-delivered (of which descriptive essentials are listed in the foregoing Schedule 1) have been damaged in the sum of the value thereof, to-wit; \$24.00, which remains wholly unpaid, and which is demanded by claimants, together with interest and costs. [145]

VERIFICATION OF CLAIM

United States of America
State of Washington
County of King—ss.

Lane Summers, being first duly sworn, upon oath deposes and says:

That he is a member of the law firm of Hayden, Merritt, Summers & Bucey, and as such one of the proctors of record for claimants above named.

That the claimants in whose behalf the foregoing claim has been prepared, being large in number and scattered in locality, verification by one of said proctors of record has been allowed by order of court, to which petitioner, by its proctors, has consented in writing.

That affiant is in possession of much of the documentary data, and is acquainted with many of the facts upon which the foregoing claim is based.

That this verification is made in behalf of all claimants above named.

That affiant has read the foregoing claim, knows the contents thereof, and believes the same to be true.

LANE SUMMERS

Subscribed and sworn to before me this 5 day of November, 1935.

[Seal] F. S. MERRITT

Notary Public in and for the State of Washington,
residing at Seattle.

[Endorsed]: Filed Nov. 8, 1935. [146]

[Title of District Court and Cause.]

NOTICE.

To Alaska Steamship Company, Petitioner, and
Bogle, Bogle & Gates, its Proctors:

You, and each of you, are hereby notified that, this day, claim of Pacific Coast Coal Company, a corporation, et al, (a copy of which is herewith served upon you) will be filed with the Clerk of the above entitled court, and duplicate of said claim will be filed with the United States Commissioner, A. C. Bowman, at his office, Central Building, Seattle, Washington.

Dated this 8th day of November, 1935.

BIGHAM, ENGLAR, JONES &
HOUSTON

HAYDEN, MERRITT, SUM-
MERS & BUCEY

Proctors for Claimants, Paci-
fic Coast Coal Company,
et al.

Service of the foregoing notice and of said claim, therein mentioned, by receipt of copy of each, this 8th day of November, 1935, is hereby acknowledged.

BOGLE, BOGLE & GATES

By STANLEY B. LONG

Proctors for Petitioner,

Alaska Steamship Company

[Endorsed]: Filed Nov. 8, 1935. [147]

[Title of District Court and Cause.]

PROOF OF FILING CLAIM.

Claim of Pacific Coast Coal Company, a corporation, et al, seeking recovery in the aggregate of \$324,515.64, together with interest and costs, was this day filed with me as Commissioner in the above entitled cause, at my office in the Central Building, City of Seattle.

Dated this 8th day of November, 1935.

A. C. BOWMAN

United States Commissioner.

[Endorsed]: Filed Nov. 8, 1935. [148]

[Title of District Court and Cause.]

STIPULATION.

Between Petitioner above named and claimants herein it is stipulated that said claimants may have time to and including the 22nd day of November,

1935, within which to serve and file answer of claimants to petitioner's petition for limitation.

Dated this 8th day of November, 1935.

BOGLE, BOGLE & GATES

Proctors for Petitioner.

BIGHAM, ENGLAR, JONES &
HOUSTON

HAYDEN, MERRITT, SUM-
MERS & BUCEY

Proctors for Claimants.

[Endorsed]: Filed Nov. 8, 1935. [149]

[Title of District Court and Cause.]

ORDER EXTENDING TIME.

Based upon written stipulation on file in the above entitled matter, it is hereby ordered that claimants may have to and including the 22nd day of November, 1935, within which to serve and file answer of claimants to petitioner's petition for limitation.

Done in open court this 12th day of November, 1935.

JOHN C. BOWEN

United States District Judge.

Presented by:

LANE SUMMERS

for claimants.

[Endorsed]: Filed Nov. 12, 1935. [150]

[Title of District Court and Cause.]

CLAIM OF THE UNITED STATES OF
AMERICA, a Sovereign Corporation.

The claimant above named appears and makes claim against the petitioner, Alaska Steamship Company, a corporation, and the Steamship Denali in these proceedings as follows:

1. That the claimant, United States of America is a sovereign corporation.

2. At all material times the petitioner, Alaska Steamship Company, was, and now is, a corporation duly organized and existing under and by virtue of the laws of the State of Nevada, and for many years last past has maintained, and now maintains its principal office and place of business in the city of Seattle, State and Western District of Washington, and was the owner and operator of the American steamship "Denali", which, at all said times, was a general ship, engaged in the common carriage of merchandise for hire upon the high seas between the port of Seattle and the port of Metlakatla and other Alaskan ports.

The Nature of Claimant's Claim.

3. On or about the 15th day of May, 1935, the merchandise described in the schedules annexed hereto, in good order and condition, was delivered to petitioner and shipped and placed on board the steamship "Denali" at the [151] port of Seattle, to be carried by the petitioner in the said steamship to Ketchikan, Alaska, and the other ports of des-

mination set out in the said schedules, there to be delivered within a reasonable time in the like good order and condition as when shipped, to the order of the consignee named in the said schedules, in consideration of a certain agreed freight, and in accordance with the valid terms of a certain bill of lading then and there signed and delivered to the shipper named in the said schedules by the duly authorized agents of the petitioner and of the steamship "Denali".

4. Thereafter, and on or about the 16th day of May, 1935, the said steamship, having the said merchandise on board, sailed from the port of Seattle for the port of Ketchikan and other Alaskan ports. In breach of the terms of the said bill of lading, the said merchandise was not carried to said ports of destination by the petitioner, and although a reasonable time has long since elapsed, the petitioner and those in charge of the steamship "Denali" have wholly failed and refused to deliver said cargo at said ports of destination in like good order and condition, or otherwise.

5. The claimant was, on the date on which this claim accrued, the owner of the merchandise described in the schedule annexed hereto.

6. The claimant, or its representatives, have duly performed all the terms and conditions of the contracts of carriage by them to be performed.

[152]

The Grounds of Claimant's Claim.

7. The grounds of claimant's claim are: That the petitioner and the steamship "Denali" have

wholly failed to deliver any of the merchandise described in the annexed schedules to the persons entitled to delivery thereof at the said port of destination or elsewhere.

The Items of Claimant's Claim.

8. The items of claimant's claim are set forth **in the annexed schedules.**

9. The claim accrued when a reasonable time had elapsed within which the petitioner and the steamship "Denali" should have made delivery at destination after receiving said merchandise on board said steamship on the 15th day of May, 1935.

10. No credits exist on claimant's claim, and no payments have been made on account of it.

11. By reason of the premises, claimant has suffered and sustained damages as nearly as the same can now be ascertained in the sums stated in the schedules annexed hereto and incorporated herein.

Wherefore, claimant prays that this claim be approved and allowed by the court with interest and costs, and for such other and further relief as to the court may seem just and proper.

J. CHARLES DENNIS

United States Attorney.

F. A. PELLEGRINI

Assistant United States

Attorney. [153]

Verification of Claim.

United States of America
Western District of Washington
Northern Division—ss.

F. A. Pellegrini being first duly sworn, on oath deposes and says: That he is Assistant United States Attorney for the Western District of Washington and as such one of the proctors of record for the claimant above named; that he is authorized to make this verification for and on behalf of the claimant, United States of America; that he is in possession of the documentary data and is acquainted with the facts upon which the foregoing claim is based; that this verification is made for and on behalf of the plaintiff, United States of America; that affiant has read the foregoing claim, knows the contents thereof, and believes the same to be true.

F. A. PELLEGRINI

Subscribed and sworn to before me this 9th day of November, 1935.

S. COOK

Deputy Clerk, U. S. District Court, Western District of Washington.

Claim Received: Nov. 9, 1935.

A. C. BOWMAN,
United States Commissioner.

Copy Received Nov. 8, 1935.

BOGLE, BOGLE & GATES

SCHEDULE "A"

Government bill of lading WQ 1116381, dated May 15, 1935.

Shipper, United States of America.

Issued by, Harry M. Andrews, Captain, Quartermaster Corps, Seattle, Washington.

Consigned to: Operator in Charge, Signal Corps, Ketchikan, Alaska.

Ten (10) tons coal (160 sacks).....Value.....\$ 66.70

Government bill of lading WQ 1116382, dated May 15, 1935.

Shipper, United States of America.

Issued by, Harry M. Andrews, Captain, Quartermaster Corps, Seattle, Washington.

Consigned to: Operator in Charge, Signal Corps, Kodiak, Alaska.

Thirty (30 tons coal (473 sacks).....Value.....\$293.42

Total Value "Schedule 'A' ".....\$360.12

[155]

SCHEDULE "B"

Government bill of lading No. 368202, issued May 15, 1935.

Shipper, United States of America.

Issued by, J. R. Ummel, Purchasing Agent, Alaska Road Commission, Purchasing & Shipping Unit, Seattle, Washington.

Consigned to: Alaska Road Commission, McKinley Park, Alaska.

1 Chevrolet Pick up Truck

Serial 6ED05-3787 Mtr. #5116943

11 Chevrolet Dump Trucks

Serial 6QB04-3827 Mtr. #5059597

6QB04-3851 Mtr. #5039204

6QB04-3842 Mtr. #5059455

6QB04-3844 Mtr. #5059476

6QB04-3819 Mtr. #5039203

6QB04-3835 Mtr. #5059532

6QB04-3829 Mtr. #5059537

6QB04-3833 Mtr. #5059579

6QB04-3840 Mtr. #5059420

6QB04-3847 Mtr. #5059450

6QB04-3852 Mtr. #5039212

12 Tool Kits

1 #70 Rock Crusher Plant (43 pieces)

1 Motor Grader set up as follows (10 pieces)

1 Bx Grader pts #8

1 Bdl Pull Pipe for Grader #9

* * * * *

Government bill of lading No. 368203, issued
May 15, 1935.

Shipper, United States of America.

Issued by, J. R. Ummel, Purchasing Agent,
Alaska Road Commission, Purchasing & Shipping
Unit, Seattle, Washington.

Consigned to: Alaska Road Commission, Willow,
Alaska.

6 Chevrolet Dump Trucks

Serial 6QB04-3837 Mtr. #5059496

6QB04-3826 Mtr. #5059640

6QB04-3843 Mtr. #5059698

6QB04-3813 Mtr. #5038147

6QB04-3822 Mtr. #5059620

6QB04-3836 Mtr. #5059479

6 Tool Kits

1 Bx (2) Mold Boots & Bolts for Grader #21

1 Bdl (6) Blades #22

1 Bdl (2) Axles Angles #23 [156]

Government bill of lading No. 368204, issued
May 15, 1935.

Shipper, United States of America.

Issued by, J. R. Ummel, Purchasing Agent,
Alaska Road Commission, Purchasing & Shipping
Unit, Seattle, Washington.

Consigned to: Alaska Road Commission, Valdez,
Alaska.

4 Chevrolet Pick-Ups

Serial 6EB04-3788 Mtr. #5116975

6EB05-3792 Mtr. #5116979

6EB05-3789 Mtr. #5116977

6EB05-3790 Mtr. #5116946

4 Kits Tools

1 Bx Grader Parts #2

1 Bdl (4) Grader Blades #3

1 Bdl Axle Angle #4

1 Bdl Grader (5) Blades #5

1 Bdl Grader (5) Blades #6

1 Bdl Grader (5) Blades #7

* * * * *

Government bill of lading No. 368205, issued
May 15, 1935.

Shipper, United States of America.

Issued by, J. R. Ummel, Purchasing Agent, Alaska Road Commission, Purchasing & Shipping Unit, Seattle, Washington.

Consigned to: Alaska Road Commission, Fairbanks, Alaska.

1 Motor Grader set up as follows Bdl #44 (10 pieces)

1 Bx Grader Pts #28

1 Bdl Angles for Grader (2) #29

1 Bdl (2) Stub Tongues #30

1 Bdl (4) Pull Pipes #31

1 Bdl (3) Pull Piles #32

1 Bdl (2) Wheels #33

* * * * *

Government bill of lading No. 368206, issued May 15, 1935.

Shipper, United States of America.

Issued by, J. R. Ummel, Purchasing Agent, Alaska Road Commission, Purchasing & Shipping Unit, Seattle, Washington.

Consigned to: Alaska Road Commission, Talkeetna, Alaska.

1 Bx Grader Pts #15

1 Bdl (2) Grader Blades #16

1 Bdl (4) Grader Blades #17

1 Pull Pipe #18

1 Bx (4) Mold Boards (24) Plow Bolts #19

1 Bdl (2) Blades #20 [157]

Government bill of lading No. 368207, issued May 15, 1935.

Shipper, United States of America.

Issued by, J. R. Ummel, Purchasing Agent,
Alaska Road Commission, Purchasing & Shipping
Unit, Seattle, Washington.

Consigned to: Alaska Road Commission, Anchor-
age, Alaska.

1 Motor Grader Set Up as follows

Bdl #45 (10 pieces)

(Right front tire flat)

1 Bdl Grader wheels DA-806 #10 (2) Pcs 28-2

1 Bdl Do DA-807 #11 (2) Pcs 28-2

1 Bdl (8) Grader Blades #12

1 Bx (2) Mold Boots for Grader #13

1 Bdl Grader Drawbar #14

* * * * *

Government bill of lading No. 368208, issued
May 15, 1935.

Shipper, United States of America.

Issued by, J. R. Ummel, Purchasing Agent,
Alaska Road Commission, Purchasing & Shipping
Unit, Seattle, Washington.

Consigned to: Alaska Road Commission, Wasilla,
Alaska.

1 Package Tractor Supplies

1 Grader Main Frame & Pts Bndld

Attchd Viz—Bndl #34 (5 pieces) 244—

1 Bdl One Rear axle & One Semicircle #35 8—

1 Bdl Moldboard #36

1 Bdl (2) Front Whls #37

1 Bdl (2) Rear Wheels #38						
*	*	*	*	*	*	*
Total Value—Schedule “B”					\$38,400.00	
“ “ Schedule “A”					360.12	
						Total \$38,760.12

[Endorsed]: Filed Nov. 9, 1935. [158]

[Title of District Court and Cause.]

REPORT AS TO CLAIMS FILED BEFORE
U. S. COMMISSIONER.

To the Honorable Judges of the above entitled
Court:

Pursuant to the order heretofore made in the
above cause, claims were filed as follows:

Nov. 8, 1935, Pacific Coast Coal Co. et al.	\$324,515.64
Nov. 9, 1935, United States of America	38,760.12
Nov. 12, 1935, General Petroleum Corp. Calif.	341.75
Nov. 12, 1935, Deep-Sea Salmon Co. et al.	2,934.22

Respectfully submitted,

A. C. BOWMAN

United States Commissioner.

[Endorsed]: Filed Nov. 13, 1935. [159]

[Title of District Court and Cause.]

ANSWER OF CLAIMANTS PACIFIC COAST
COAL COMPANY, ET AL., OWNERS OF
CARGO ON THE S. S. "DENALI" TO THE
PETITION FOR LIMITATION OF LIA-
BILITY.

To the Honorable Judges of the Above Entitled
Court:

The answer of Pacific Coast Coal Company, a corporation, claimant herein, and of all other claimants named and listed in Exhibit A, annexed hereto, to the petition of Alaska Steamship Company for limitation of liability, civil and maritime, alleges and respectfully shows:

First: Your claimants have heretofore filed their claim, under oath, in this proceeding.

Second: Your claimants admit the allegations in the first article of the petition.

Third: Your claimants admit the allegations in the second article of the petition.

Fourth: Your claimants deny, on information and belief, each and every allegation contained in the third article of the petition, excepting only those allegations hereinafter expressly admitted.

Your claimants admit that the steamship "Denali" left the port of Seattle, Washington, on the 16th day of May, 1935, with cargo bound for the port of Metlakatla in the territory of [160] Alaska.

Fifth: Your claimants deny, on information and belief, each and every allegation contained in the

fourth article of the petition, excepting only those allegations hereinafter expressly admitted.

Your claimants admit that at the time in question there was no light or signal, or other aid to navigation of any kind, on said reef or in its immediate vicinity, to warn vessels of the location thereof.

Sixth: Your claimants deny, on information and belief, each and every allegation contained in the fifth article of the petition.

Seventh: Your claimants deny, on information and belief, each and every allegation contained in the sixth article of the petition.

Eighth: Your claimants deny, on information and belief, each and every allegation contained in the seventh article of the petition, excepting only those allegations hereinafter expressly admitted.

Your claimants admit the institution, on or about August 16, 1935, in the above entitled court, of two suits in admiralty against the Alaska Steamship Company, of the character described by the allegations of the seventh article in the petition.

Ninth: Your claimants deny, on information and belief, each and every allegation contained in the eighth article of the petition.

Tenth: Your claimants deny each and every allegation contained in the ninth article of the petition, excepting only [161] those allegations hereinafter expressly admitted.

Your claimants admit the admiralty and maritime jurisdiction of this honorable court.

Further answering the petition, your claimants allege as follows:

On or about the 15th day of May, 1935, the cargo described in Exhibit A, annexed hereto and made a part hereof, was delivered in good order and condition to petitioner as a common carrier for hire, and loaded on board the steamship "Denali" at the port of Seattle, to be carried by the petitioner in said steamship as such common carrier to the port of Metlakatla, Alaska, and other ports of destination in Alaska, named in said Exhibit A, there to be delivered within a reasonable time in like good order and condition, in consideration of agreed freights.

Thereafter, on or about the 16th day of May, 1935, said steamship having said cargo on board, sailed from the port of Seattle for the port of Metlakatla, Alaska, and other Alaskan ports.

Said cargo was not carried to said ports of destination by the petitioner and said steamship, and although a reasonable time has elapsed, the petitioner and the steamship "Denali" have wholly failed and refused to deliver said cargo at said ports of destination in like good order and condition, or otherwise.

Your claimants were and are the owners of said cargo, and as such, by reason of the premises, have sustained damages [162] as nearly as can now be ascertained in the total sum of \$324,515.64.

Wherefore, your claimants pray:

(1) That the petition of the petitioner for exoneration from liability and for limitation of liability be denied;

(2) That the claim of your claimants, as filed in this proceeding for the total sum of \$324,515.64, be allowed, together with interest and costs;

(3) That this honorable court enter a decree against the petitioner for the amount of the claimants' claim, with interest and costs; and

(4) That your claimants be granted such other and further relief as they may be entitled to receive.

BIGHAM, ENGLAR, JONES &
HOUSTON

HAYDEN, MERRITT,
SUMMERS & BUCEY

Proctors for Claimants

United States of America

State of Washington

County of King—ss.

Lane Summers, being first duly sworn, upon oath deposes and says:

That he is a member of the law firm of Hayden, Merritt, Summers & Bucey, and as such one of the proctors of record for claimants above named.

That the claimants in whose behalf the foregoing Answer has been prepared, being large in number and scattered in locality, verification by one of said proctors of record has been allowed by order of court, to which petitioner by its proctors has consented in writing. That this verification is made in behalf of all claimants above named.

That he has read the foregoing Answer, knows the contents thereof, and believes the same to be true.

LANE SUMMERS

Subscribed and sworn to before me this 20 day of November, 1935.

[Seal] FRED S. MERRITT,

Notary Public in and for the State of Washington,
residing at Seattle. [163]

[Title of District Court and Cause.]

EXHIBIT "A" TO CLAIMANTS' ANSWER TO
PETITION FOR LIMITATION OF LIA-
BILITY. [164]

Claimants in whose behalf the foregoing answer is interposed, are as follows:

Pacific Coast Coal Company, George Hogg & Company, Blue Island Packing Company, Anderson Bros. Machine & Iron Works, Inc., Schwabacher Hardware Company, Seattle Boiler Works, Puget Sound Sheet Metal Works, Annette Island Canning Co., F. S. Lang Manufacturing Co., Kieckhefer Container Company, United States Printing & Lithograph Company, Arden Salt Company, Smith Cannery Machines Company, Kelley Clarke Company, Continental Can Company, Inc., Kadiak Fisheries Company, American Can Company, J. E. Shields & Co., Inc., Fibreboard Products, Inc., E. I. DuPont de Nemours & Co., Inc., Gilson Mercantile Company, National Adhesives Corporation, Chugach

Gold Mines, Inc., Northern Commercial Company, Standard Oil Company, Western Engineering Corporation, John A. Roebling's Sons Company of California, Pioneer Sea Foods Co., San Juan Fishing & Packing Company, Northwestern Wooden Ware Co., Nakat Packing Corporation, Asbestos Supply Company, Camp Lewis Tent & Awning Co., Carman Manufacturing Company, Marshall-Wells Company, National Grocery Company, Oakite Products, Inc., Seattle Steel Company, Westinghouse Pacific Coast Brake Company, Judson L. Thomson Mfg. Company, Fidalgo Island Packing Co., Longview Fibre Company, Chatham Strait Fish Company, Atlas Engine Company, Nabesna Mining Corporation, Apex Fish Company, Shepard Point Packing Co., Western Cooperage Company, Sebastian Stuart Fish Company, Columbia Steel Company, York Ice Machinery Corporation, Washington Creamery Co., Schwabacher Bros. & Co., Inc., Pacific Meat & Packing Company, Pacific Fruit & Produce Company, Lockwood Lumber Company, Galbraith & Co., Fisheries Supply Company, [165] Armour and Company, Atlas Powder Company, Seattle Hardware Company, Evans, Jones Coal Company, Metlakatla Commercial Co., The Great Atlantic and Pacific Tea Company, Fisher & Smith Bag Co., The Rath Packing Company, and Pacific Marine Supply Company. all being corporations, and O. J. Reinseth, W. E. Shaver, O. L. Grimes, doing business as Grimes Packing Company, V. S. Jenkins, doing business as V. S. Jenkins Company, Ted E. Benson,

L. Sumner, Ed Atkinson, George Fawcett, Louis Summers, and George Fawcett, all being individuals or co-partnerships. [166]

[Title of District Court and Cause.]

INTERROGATORIES PROPOUNDED BY
CLAIMANTS TO PETITIONER. [211]

INTERROGATORIES PROPOUNDED AS A
PART OF CLAIMANTS' ANSWER TO PE-
TITION FOR LIMITATION OF LIABIL-
ITY, TO BE ANSWERED BY PETI-
TIONER UNDER OATH, TO-WIT:

Interrogatory No. 1

(a) Referring to Exhibit A, annexed hereto, was the cargo described therein received by petitioner as a common carrier for hire on board the steamship "Denali" on or about the 15th day of May, 1935, at the port of Seattle from the shippers named therein for carriage to Metlakatla and other Alaskan ports named therein, and for delivery to the consignees named therein?

(b) If any such cargo described in said Exhibit A was not so received, state:

- (1) What part of the cargo was so received;
- (2) What part of the cargo was not so received.

Interrogatory No. 2

(a) Has or has not the cargo described in Exhibit A, annexed hereto, been delivered by petitioner?

(b) If any of the cargo described in said Exhibit A has been delivered by petitioner, state:

(1) What part has been delivered;

(2) Where and to whom such part has been delivered.

Interrogatory No. 3

When were the compasses of the steamship "Denali" last compensated or adjusted before she sailed from Seattle on the 16th day of May, 1935? [212]

Interrogatory No. 4

Respecting the deviation cards for the steamship "Denali", when, prior to her sailing from Seattle on the 16th day of May, 1935, were the same

(a) Last drawn?

(b) Last posted in the pilot house?

Interrogatory No. 5

When was the steamship "Denali" last swung to determine the deviation of her compasses on her various headings before she sailed from Seattle on the 16th day of May, 1935?

Interrogatory No. 6

(a) Was the steamship "Denali" laid up out of commission prior to sailing from Seattle on the 16th day of May, 1935?

(b) If the steamship "Denali" was laid up, state:

- (1) For what period, beginning when and ending when?
- (2) At what port and at what berth?
- (3) On what magnetic heading,—exactly if known; otherwise approximately.

Interrogatory No. 7

(a) If the steamship "Denali" was laid up, were other vessels in proximity thereto? .

(b) If so, state:

- (1) The number of such vessels, the names thereof, the construction, as being steel or iron hulls, the period of time (beginning and ending when) each of such vessels was in proximity thereto. [213]

(c) If the steamship "Denali" was laid up and other vessels during the lay-up period were thereabouts, name the vessels, if any, upon which, and state the time when, repairs were made, and disclose the nature thereof.

Interrogatory No. 8

If the steamship "Denali" was laid up for a period of time until shortly before sailing on May 16, 1935,

(a) State whether she was in more or less proximity:

- (1) to a dock;
- (2) to a machine shop;
- (3) to a repair plant; and

(b) State whether then on or in such dock, machine shop or repair plant from time to time there was substantial pounding, riveting and other jarring of plates or other heavy pieces of iron or steel.

Interrogatory No. 9

If the steamship "Denali" was laid up for a period of time shortly before sailing on May 16, 1935, state fully her proximity to the following:

- (a) electric power lines;
- (b) electric trolley lines;
- (c) electric motors operated from time to time;
- (d) electric light wires;
- (e) other electrically or magnetically operated apparatus or equipment.

Interrogatory No. 10

State the name and title, if any, of the individuals [214] in petitioner's organization.

(a) who decided to remove the steamship "Denali" from lay-up and place her in commission for the voyage in question and

(b) who ordered her to sail on or about May 16, 1935.

Interrogatory No. 11

(a) Prior to the stranding of the steamship "Denali" on May 19, 1935, what officers or executives of petitioner had authority to issue orders to compass adjusters in the port of Seattle for the compensation or adjustment of compasses on petitioner's vessels?

(b) Prior to that date according to the usual practice of petitioner, what officers or executives actually issued orders, if any, to compass adjusters for the adjustment of compasses on petitioner's vessels?

(c) Were orders issued to compass adjusters at the port of Seattle for the compensation or adjustment of the "Denali's" compasses after the lay-up period and prior to sailing on May 16, 1935?

(1) If so, when were such orders issued?

(2) If so, by whom were such orders issued?

(3) If so, to what compass adjusters at the port of Seattle were such orders issued?

Interrogatory No. 12

(a) Is or is not Exhibit B, annexed hereto, a true and correct copy of all entries in the deck log book, or bridge log book of the steamship "Denali", covering the period from May 13, 1935, to and including the 19th day of May, 1935? [215]

(b) If any part of Exhibit B is not such correct copy, state:

(1) what part is correct;

(2) what part is incorrect;

(3) annex to the answer to these interrogatories a true and correct copy of all of said deck log book entries.

Interrogatory No. 13

(a) Does or does not Exhibit B correctly disclose all headings taken and courses followed by the

steamship "Denali" from the time of sailing from Seattle on the 16th day of May, 1935, to and including the time of stranding on May 19, 1935?

(b) If the answer to interrogatory 13-a is in the negative, state:

- (1) what other courses were followed;
- (2) at what time; and
- (3) for what period of time.

Interrogatory No. 14

(a) Was or was not the steamship "Denali" laid up for several months until May 13, 1935 on a W NW magnetic heading?

(b) If the steamship "Denali" was laid up several months until May 13, 1935, on some magnetic heading not W NW, what was such magnetic heading?

Interrogatory No. 15

When and where was the steamship "Denali" last swung before May 19, 1935, for the purpose of determining the deviation [216] on her various headings, and drawing up deviation cards?

Interrogatory No. 16

(a) On the 16th day of May, 1935, at the time of sailing from Seattle, were the deviation cards for the compass then posted in her pilothouse or bridge for use of her navigating officers?

(b) What was the date on which said deviation cards were drawn?

(c) What was the date on which the data for drawing said deviation cards were gathered?

(d) Who drew said deviation cards?

(e) Was any examination, observation or test made after the steamship "Denali" was taken out of lay-up on May 13, 1935, and before sailing on May 16, 1935, to ascertain facts as to the deviation necessary for drawing up correct deviation cards as of the time of sailing?

(f) If the answer to interrogatory No. 16-(e) is in the affirmative, state:

(1) By whom such examination, observation or test was made;

(2) Where;

(3) When;

(4) In what manner;

(5) Was a record thereof made in deck log?

(6) Was a record thereof made in engine log?

(7) Was a record thereof made elsewhere?

(8) Why were new and "up-to-date" deviation cards not then posted in place of obsolete cards? [217]

Interrogatory No. 17

(a) Did the reef upon which the steamship "Denali" stranded appear on charts issued before the sailing of the steamship "Denali" on May 16, 1935, by the United States Coast and Geodetic Survey, and by the Hydrographic Office of the United States Government and used ordinarily for the navigation of waters in the vicinity of said reef?

(b) Please mark clearly and distinctly on one of said charts the exact place where the steamship

“Denali” stranded, and annex the chart so marked to the answer hereto.

Interrogatory No. 18

What is the latitude and longitude of the place where the steamship “Denali” stranded?

Interrogatory No. 19

Was or was not the reef on which the steamship “Denali” stranded described in the “British Columbia Pilot”, ordinarily used for the navigation of waters in that vicinity, and issued by the Hydrographic Office of the United States Government, before the “Denali” sailed from Seattle on the 16th day of May, 1935?

Interrogatory No. 20

(a) Was Caamano Passage, in the vicinity of the reef upon which the “Denali” stranded, upon and a part of the usual course of cargo and passenger vessels sailing from Seattle to any Alaskan port?

(b) En route from Seattle to point of stranding, what was the steamship “Denali’s” first intended port of call?

(c) Was Caamano Passage, in the vicinity of the reef upon which the “Denali” stranded, outside of the usual [218] course of cargo and passenger vessels sailing from Seattle to the steamship “Denali’s” first intended port of call?

(d) Was Chatham Sound, inside Dundas Island, rather than Caamano Passage, the usual course of cargo and passenger vessels enroute from

Seattle to the "Denali's" first intended port of call?

(e) Were there not more aids to navigation on a course through Chatham Sound than upon a course through Caamano Passage from Seattle to the steamship "Denali's" first intended port of call?

Interrogatory No. 21

At the time the steamship "Denali" stranded.

(a) What was the state of the sea on the Beaufort scale?

(b) What was the condition of the wind, giving direction and force on the Beaufort scale?

(c) What was the condition of the weather?

(1) Was there snow?

(2) Was there rain?

(3) Was there fog?

(4) Was there haze?

(d) What was the condition of visibility?

(1) As to degree?

(2) As to range?

(e) Were all of such conditions usual or unusual?

Interrogatory No. 22

(a) Describe fully the place of stowage, character, and approximate weight of all iron, steel or metal cargo on board the steamship "Denali" at the time of final [219] sailing on May 16, 1935.

(b) State the usual practice of petitioner with respect to requiring, after full stowage of cargo and at the time of sailing, a determination of compass error attributable to magnetic cargo.

(c) State whether such usual practice was followed with respect to the "Denali" on the voyage in question.

Interrogatory No. 23

With respect to the compasses on the steamship "Denali" at the time of sailing on May 16, 1935, state fully:

- (a) the number thereof;
- (b) the type or kind of each;
- (c) place of installation;
- (d) date of installation;
- (e) name of manufacturer.

Interrogatory No. 24

(a) What was the steamship "Denali's" advertised, scheduled or intended time of sailing?

(b) Was the actual sailing of the steamship "Denali" on May 16, 1935, delayed beyond her advertised, scheduled or intended time of sailing?

(c) If the actual sailing of the steamship "Denali" on May 16, 1935, was delayed, by how much time?

Interrogatory No. 25

(a) Did any executive or officer of the petitioner, other than the master or officers of the steamship "Denali", decide or instruct that said vessel proceed upon the route which she in fact took through Caamano Passage? [220]

- (b) If so,
 - (1) name such executive or officer;
 - (2) state his rank or title;

(3) state when he made such determination or issued such order.

Interrogatory No. 26

Why did the steamship "Denali" proceed on the outside route through Caamano Passage, rather than along the inside route through Chatham Sound?

Interrogatory No. 27

At the time of sailing from Seattle on May 16, 1935, what navigating charts, showing Caamano Passage and Zayas Island, were on board the steamship "Denali", stating:

- (a) the identifying number of each;
- (b) the source of issue of each;
- (c) the date of correction of each;
- (d) the seller of each.

BIGHAM, ENGLAR, JONES &
HOUSTON

HAYDEN, MERRITT,

SUMMERS & BUCEY

Proctors for Claimants Pacific
Coast Coal Company, et al.

[221]

[Title of District Court and Cause.]

EXHIBIT "B" ANNEXED TO AND A PART OF CLAIMANTS' INTERROGATORIES PROPOUNDED TO PETITIONER [222]

DENALI #38

PILOT HOUSE LOG BOOK

Monday, May 13, 1935
A.M.

7:25 left W. Seattle

8:07 Fast Arden Salt Dock

8:15 Com Loading

P.M.

2:40 left Arden Dock

3:10 fast Pier 40

6:10 left Pier 40

6:30 fast Am Can Dk

Steering gear, whistle
tested, O. K.

Draft leaving F 8-9 A 13-2

bilges

P	S
1 0	1 0
2 1	in. 2 0
3 0	3 2 in.
4 2	in. 4 0
5 0	5 0

Tuesday, May 14, 1935

7:40 left Am Can Dk

8:30 fast coal bunker

NW 8:37 A.M.

NW 3:08 P.M.

Wednesday, May 15, 1935

A.M.

4:05 left coal bunker

4:30 arrived General Oil Dock

7:55 left General Oil Dock

8:20 fast Pier 2

L.W. 2:07 A.M.

H.W.

29.80 clear

	time on course	pilot house compass	bridge compass	H. W. Seattle 2:23 AM Dr leaving F18-4 A19-6 ebb calm 29.70
Thursday, May 16, 1935 A.M.				
5:43 left Pier 2	7 minutes	W $\frac{3}{4}$ N	W $\frac{3}{8}$ N	
5:50 full ahead	7 minutes			
5:57 on course				
6:22 Four Chile R1	25 "	NWxW		
6:35 Stop	13 "	—		
6:40 Powder Bad lt	5 "			
8:40 Full Ahead	2 h 00 m			29.60 L. W. Seattle 9:37 AM
8:45 Jefferson Ild	5 minutes	NWxN	NW $\frac{7}{8}$ N	
8:50 Cable Crossing	5 "	"	"	
8:51 Half Ahead	1 "	"	"	
9:26 Apple Tree Pt Lt	35 "	"	"	
9:27 Stop	1 "	"	"	
9:28 Powder Bad lt	1 "			
9:29 Full Ahead	1 "	NW $\frac{5}{8}$ N	NW $\frac{1}{2}$ N	light overcast
10:10 Pt No Pt (4)	41 "	NWxW $\frac{1}{2}$ W	NWxW $\frac{3}{4}$ W	flood low water slack ANP 10:30
10:35 Double Bl Buoy	25 "	NW $\frac{3}{4}$ W	NWxW	flood
11:11 Bush Pt Lt	36 "	NW	NW $\frac{1}{4}$ W	flood
11:54 Marrowstone Pt (+)	43 minutes	NWxW $\frac{5}{8}$ W	NWxW $\frac{7}{8}$ W	flood
			10:30 AM	Met SS Yukon

	time on course	pilot house compass	bridge compass	
P.M.				
12:33 Pt Wilson Lt	39 minutes	NW x W $\frac{5}{8}$ W	NW x W $\frac{7}{8}$ W	flood wind SE 29.56 overcast H. W. slack
12:40 Wilson Buoy	7 "	W $\frac{3}{4}$ S	W $\frac{7}{8}$ S	[223]
2:32 Dungeness Lt. (3)	1 h 52 m	W x S $\frac{5}{8}$ S	W x S $\frac{3}{4}$ S	distance by log 37.6 wind w Race Rock 3:28 PM
4:45 Race Rock Lt (3 $\frac{1}{2}$)	2 h 13 m	W $\frac{1}{8}$ S	W $\frac{3}{8}$ S	57.9 ebb wind w
6:28 Sheringham Pt Lt (14)	1 h 43 m	W $\frac{1}{8}$ S	W $\frac{3}{8}$ S	75 raining
7:36 Slip Pt Lt	1 h 08 m	W $\frac{1}{8}$ S	W $\frac{3}{8}$ S	85.1 29.45
9:14 Wandah Id Lt (5 mile)	1 h 38 m	W $\frac{1}{8}$ S	W $\frac{3}{8}$ S	flood HW Cape Flattery 11 PM
9:50 Tatoosh Id Lt (6 mile)	36 m	W $\frac{1}{8}$ S	W $\frac{3}{8}$ S	106.1 flood 29.48 light westerly wind westerly swell
11:06 Swiftsure Lt Sh (1 mi)	1 h 16 m	W $\frac{7}{8}$ N	W $\frac{5}{8}$ N	117.8 flood calm light SW swell

	time on course	pilot house compass	bridge compass	
Friday, May 17, 1935				
A.M.				
12:08	Pachana Pt Lt	1 h 02 m	W $\frac{7}{8}$ N	W $\frac{5}{8}$ N 126.4 wind W (1) ebb 29.49 L. W. Cape Beale 6:03 A. M. 132.7 ebb wind W raining AM 150.2 ebb wd NW 29.60 lt rain 159 wind W all bilges dry 176 29.68 clear West- northwesterly wind 194 flood W (3) 29.68 clear wind W 198 210.2 W (2) 29.75 L. W. Nortka Sound 5:53 A. M. 228.0 W (2) 29.75
12:50	Cape Beale (6 $\frac{1}{2}$ mi)	42 m	W $\frac{7}{8}$ N	W $\frac{5}{8}$ N
2:28	Amphitrite Lt	1 h 58 m	W $\frac{7}{8}$ N	W $\frac{5}{8}$ N
4:00	Log and course	2 h	W $\frac{7}{8}$ N	W $\frac{5}{8}$ N
6:00	log & course noted	2 h	W $\frac{7}{8}$ N	W $\frac{5}{8}$ N
8:00	“ “	2 h	W $\frac{7}{8}$ N	W $\frac{5}{8}$ N
8:39	Estawan lt (10 mi)	39 m	WNW	WxN $\frac{5}{8}$ N
10:00	“ “	1 h 21 m	WNW	WxN $\frac{5}{8}$ N
12:00	Log & Course noted		WNW	WxN $\frac{5}{8}$ N

	time on course	pilot house compass	bridge compass	
P.M.				
2:00	Log & course noted	WNW	WxN $\frac{5}{8}$ N	246 ebb W (2) fine & clear 29.82 L. W. Port Alice 5:47 PM
4:00	“	WNW	WxN $\frac{5}{8}$ N	264.5 ebb W (2) 29.86 274.7 ebb W (2) 283 flood 29.88 fine and clear 302.3 flood SE $\frac{1}{2}$ wind (2)
5:05	Solando Id (8 mi)	NW $\frac{1}{2}$ N	NW $\frac{3}{8}$ N	
6:00	Log & Course noted	NW $\frac{1}{4}$ N	NW $\frac{1}{8}$ N	
8:00	Log & Course noted	NW $\frac{1}{8}$ N	NW	
10:33	Cape Septt Lt (3 mi)	NW $\frac{3}{8}$ W	NW $\frac{5}{8}$ W	327.5 SW wind
12:00	Log & Course noted	NW $\frac{3}{8}$ W	NW $\frac{5}{8}$ W	341
Saturday, May 18, 1935, S. S. Denali # 38, sailing from Seattle to Metlakfla and return.				
A.M.				
2:00	Log & Course noted	NW $\frac{3}{8}$ W	NW $\frac{5}{8}$ W	361.4 ebb SW (2) 29.76 LW Port BLMKenly 6:56 AM 379 ebb SW (1) 29.74 raining 2 AM
4:00	“	NW $\frac{3}{8}$ W	NW $\frac{5}{8}$ W	

[224]

	time on course	pilot house compass	bridge compass	
6:00	Log & Course noted	2 h	NW $\frac{3}{8}$ W	NW $\frac{5}{8}$ W 397.5 ebb SE wind 29.86 overcast and rain
8:00	“	2 h	NW1.2W	416.2 flood SW (1) 29.92 clear and fine
10:00	“	2 h	NW $\frac{1}{2}$ W	435.8
12:00	“	2 h	NW $\frac{1}{2}$ W	454.9 SW (1) 29.95 clear and fine
2 P.M.	“	2 h	NW $\frac{1}{2}$ W	474.3 ebb SSW 29.96 L. W. Skidiachi Inlet 8:13 PM
4 P.M.	Log & course noted	2 h	NW $\frac{1}{2}$ W	493.6 ebb Southerly 29.98
4:47	N. Danger Rocks	47 m	NW $\frac{1}{2}$ W	501.5 SW (1) PM Fire & Boat Drill
6:00	Log & Course noted	1 h 13 m	NW \times W	513 SW (1) 4:10 time of alarm
6:43	Bouilka Id Lt (5 mile)	43 m	NW $\frac{1}{8}$ W	521.9 4:11 pump started
8:00	Log & course noted	1 h 17 m	NW $\frac{1}{8}$ W	532.8 S (2) 4:13 pump stopped
9:50	Oval Bank Buoy	1 h 50 m	NW $\frac{3}{4}$ N	552.5 flood 4:14 Boat stations

	time on course	pilot house compass	bridge compass	
10:00 Log & course noted	10 m	NW $\frac{3}{8}$ N	NW $\frac{1}{4}$ N	554 flood SW (2)
10:49 Triple Island 4 points	49 m	NW $\frac{3}{8}$ N	NW $\frac{1}{4}$ N	4:17 Boats out. 562.5 flood
12:00 Log & course noted	1 h 11 m	NW $\frac{3}{8}$ N	NW $\frac{1}{4}$ N	4:21 Boats in. 572.7 flood
12:06 AM Triple Is Lt (10 $\frac{1}{2}$ mi)		N $\frac{3}{4}$ W	N $\frac{3}{4}$ W	4:25 Fire Drill Hand and steam pumps and equipment O. K. 573 flood N (2) 30:00 H. W. Barren Is 1:14 AM
1:00 Triple Is abeam 2nd time	54 m	N $\frac{3}{4}$ W	N $\frac{3}{4}$ W	582 flood N (2) H. W. Prince Rupert 1:15 AM
2:00 Log & course noted	1 h 00 m	N $\frac{3}{4}$ W	N $\frac{3}{4}$ W	591.7 ebb N (2) 30:00
2:37 South end Zayas Is abeam 37 m		N $\frac{3}{4}$ W	N $\frac{3}{4}$ W	596.9 ebb NW (1) hazy
2:44 Ship struck reef off Zayas Is. Stopped engine. Soundings taken immi. Taking water 1-2-3 hold				

Also sounded around ship's side, 4 $\frac{1}{2}$ fat astern 3 fat on bows.

Q.M.E. Tell
lookout M. Supancio

PILOT HOUSE LOG BOOK DENALI #38

Northwest Instrument Co., Nautical Instruments,
63 Madison St., Seattle.

Cap. Main 1041 Apt 817

P. A. Obert pilot Caf 2414

Second Officer E. P. Larsen HE 2004

J. Lawton El 9145

W. Cleasley Seattle Hotel

Remarks:

At 8 A. M. Friday, May 17th, found four stow-aways. Had them fed. Their names were W. Rester, L. Beaton, B. Cory & F. Hedges.

W. CLEASLEY,
Mate.

[Endorsed]: Filed Nov. 20, 1935. [226]



[Title of District Court and Cause.]

ORDER RELATIVE TO VERIFICATION
OF ANSWER.

Upon ex parte motion in behalf of claimants in the above entitled matter, the court having been fully advised and good cause having been shown;

It is hereby Ordered that the Answer of claimants about to be filed herein may be verified by one of the proctors of record for said claimants.

Done in open court this 20th day of November,
1935.

JEREMIAH NETERER

United States District Judge.

Presented by:

J. PAUL COIE

Of Hayden, Merritt, Summers & Bucey
Proctors for Claimants.

Approved by:

BOGLE, BOGLE & GATES

Of Bogle, Bogle & Gates
Proctors for Petitioner.

[Endorsed]: Filed Nov. 20, 1935. [227]

[Title of District Court and Cause.]

MOTION FOR ORDER FIXING TIME TO
FILE OBJECTIONS TO CLAIMS.

Comes now the petitioner above named by its
practors, Messrs. Bogle, Bogle & Gates, and moves
the court for an order fixing the time within which
the petitioner or any claimant or creditor may file
and serve its or their objections to any of the claims
filed with the Commissioner in the above entitled
cause.

This motion is based upon the records and files
herein, it appearing therefrom that answers have
been filed by certain of the claimants herein, joining

issue with the allegations and prayer of the petitioner herein.

BOGLE, BOGLE & GATES
Proctors for Petitioner.

Received a copy of the within Motion this 13th day of Dec. 1935.

J. CHARLES DENNIS
Attorney for U. S.

Copy Rec. 12/12/35.

HAYDEN, MERRITT,
SUMMERS & BUCEY
BINGHAM, ENGLAN,
HUSTON & JONES

Copy Rec'd. December 13, 1935.

LYNWOOD W. FIX

Copy Rec'd. December 13, 1935.

GENERAL PETROLEUM
CORP. OF CALIF.
LLOYD BAYLEY

[Endorsed]: Filed Dec. 13, 1935. [228]

[Title of District Court and Cause.]

ORDER FIXING TIME TO FILE
OBJECTIONS TO CLAIMS.

This matter having come on for hearing on motion of Messrs. Bogle, Bogle & Gates, proctors for the petitioner above named, for an order fixing the time within which the petitioner or any claimant

or creditor may file or serve its or their objections to any of the claims filed with the Commissioner in the above entitled cause; and it appearing to the court that answers have been filed by certain of the claimants herein, joining issue with the allegations and prayer of the petitioner herein; and it further appearing that due notice has been given by the petitioner of the hearing upon this motion, and the court being fully advised in the premises,

It Is Hereby Ordered, Adjudged and Decreed that said petitioner or any claimant or creditor interested in the premises may have until 30 days after entry of decree on petitioner's claim for limitation of liability within which to file its or their objections to any claim or claims filed with the Commissioner on or before the 12th day of November, 1935, the return day of the monition.

Dated this 16 day of December, 1935.

JEREMIAH NETERER

District Judge.

Approved:

HAYDEN, MERRITT,
SUMMERS & BUCEY
BIGHAM, ENGLOR, JONES
& HOUSTON

Proctors for Claimants Pacific
Coast Coal Co. et al. [229]

Approved:

J. CHARLES DENNIS

United States Attorney.

Asst. United States Attorney.
Proctors for Claimant United
States of America.

Proctor for Claimant General
Petroleum Corporation of
California.

LYNWOOD W. FIX

Proctor for Claimants Deep-
Sea Salmon Company and
Chevrolet Motor Co.

[Endorsed]: Filed Dec. 16, 1935. [230]

[Title of District Court and Cause.]

ANSWER OF CLAIMANT UNITED STATES
OF AMERICA, OWNER OF CARGO ON
THE S.S. "DENALI" TO THE PETITION
FOR LIMITATION OF LIABILITY.

To the Honorable Judges of the Above Entitled
Court:

The answer of the United States of America, a
sovereign corporation, claimant herein, to the peti-
tion of Alaska Steamship Company for limitation
of liability, civil and maritime, alleges and respect-
fully shows:

1. Your claimant has heretofore filed its claim, under oath, in this proceeding.

2. Your claimant admits the allegations in the first article of the petition.

3. Your claimant admits the allegations in the second article of the petition.

4. Your claimant denies on information and belief, each and every allegation contained in the third article of the petition, excepting only those allegations hereinafter expressly admitted.

Your claimant admits that the steamship "Denali" left the port of Seattle, Washington, on the 16th day of May, 1935, with cargo bound for the port of Metlakatla and other ports in the Territory of Alaska. [231]

5. Your claimant denies, on information and belief, each and every allegation contained in the fourth article of the petition, excepting only those allegations hereinafter expressly admitted.

Your claimant admits that at the time in question there was no light or signal, or other aid to navigation of any kind, on said reef or in its immediate vicinity, to warn vessels of the location thereof.

6. Your claimant denies, on information and belief, each and every allegation contained in the fifth article of the petition.

7. Your claimant denies, on information and belief, each and every allegation contained in the sixth article of the petition.

8. Your claimant denies, on information and belief, each and every allegation contained in the sev-

enth article of the petition, excepting only those allegations hereinafter expressly admitted.

Your claimant admits the institution, on or about August 16, 1935, in the above entitled court, of two suits in admiralty against the Alaska Steamship Company, of the character described by the allegations of the seventh article in the petition.

9. Your claimant denies, on information and belief, each and every allegation contained in the eighth article of the petition.

10. Your claimant denies each and every allegation contained in the ninth article of the petition, excepting only those allegations hereinafter expressly admitted.

Your claimant admits the admiralty and maritime jurisdiction of this Honorable Court. [232]

Further answering the petition, your claimant alleges as follows:

On or about the 15th day of May, 1935, the cargo described in Exhibit A, annexed hereto and made a part hereof, was delivered in good order and condition to petitioner as a common carrier for hire, and loaded on board the steamship "Denali" at the port of Seattle, to be carried by the petitioner in said steamship as such common carrier to the port of Ketchikan, Alaska, and other ports of destination in Alaska, named in said Exhibit A, there to be delivered within a reasonable time in like good order and condition, in consideration of agreed freight.

Thereafter, on or about the 16th day of May, 1935, said steamship having said cargo on board, sailed from the port of Seattle for the port of Ketchikan, Alaska, and other Alaskan ports.

Said cargo was not carried to said ports of destination by the petitioner and said steamship, and although a reasonable time has elapsed, the petitioner and the steamship "Denali" have wholly failed and refused to deliver said cargo at said ports of destination in like good order and condition, or otherwise.

Your claimant was and is the owner of said cargo, and as such, by reason of the premises, has sustained damages as nearly as can now be ascertained in the total sum of \$38,760.12.

Wherefore, your claimant prays:

(1) That the petition of the petitioner for exoneration from liability and for limitation of liability be denied; [233]

(2) That the claim of your claimant, as filed in this proceeding for the total sum of \$38,760.12, be allowed, together with interest and costs;

(3) That this Honorable Court enter a decree against the petitioner for the amount of the claimant's claim, with interest and costs; and

(4) That your claimant be granted such other and further relief as it may be entitled to receive.

J. CHARLES DENNIS

United States Attorney.

F. A. PELLEGRINI

Assistant United States Attorney.

United States of America,
Western District of Washington,
Northern Division.—ss.

F. A. Pellegrini, being first duly sworn, on oath deposes and says:

That he is an Assistant United States Attorney for the Western District of Washington, and as such makes this verification for and on behalf of the United States of America; that he has read the foregoing Answer, knows the contents thereof, and believes the same to be true.

F. A. PELLEGRINI

Subscribed and Sworn to before me this 22nd day of November, 1935.

[Seal]

S. COOK

Deputy Clerk, U. S. District Court,
Western District of Washington. [234]

[Title of District Court and Cause.]

INTERROGATORIES PROPOUNDED

BY CLAIMANT TO PETITIONER. [239]

INTERROGATORIES PROPOUNDED AS A
PART OF CLAIMANT'S ANSWER TO
PETITION FOR LIMITATION OF LIA-
BILITY, TO BE ANSWERED BY PETI-
TIONER UNDER OATH.

Interrogatory No. 1.

(a) Referring to Exhibit A, annexed hereto, was the cargo described therein received by peti-

tioner as a common carrier for hire on board the steamship "Denali" on or about the 15th day of May, 1935, at the port of Seattle from the shippers named therein for carriage to Ketchikan and other Alaskan ports named therein, and for delivery to the consignees named therein?

(b) If any such cargo described in said Exhibit A was not so received, state:

(1) What part of the cargo was so received;

(2) What part of the cargo was not so received?

Interrogatory No. 2.

(a) Has or has not the cargo described in Exhibit A, annexed hereto, been delivered by petitioner?

(b) If any of the cargo described in said Exhibit A has been delivered by petitioner, state:

(1) What part has been delivered;

(2) Where and to whom such part has been delivered?

Interrogatory No. 3.

State when the compasses for the steamship "Denali" were last compensated or adjusted prior to the time she sailed from Seattle on the 16th day of May, 1935.

Interrogatory No. 4.

State when the steamship "Denali" was last swung to determine the deviation of her compasses on her various headings prior to the date she sailed from Seattle on the 16th day of May, 1935. [240]

Interrogatory No. 5.

State when the deviation cards for the steamship "Denali" were last drawn prior to her sailing from Seattle on the 16th day of May, 1935.

Interrogatory No. 6.

State when the deviation cards for the steamship "Denali", prior to her sailing from Seattle on the 16th day of May, 1935, were last posted in the pilot house.

Interrogatory No. 7.

State whether or not the steamship "Denali" was laid up out of commission

(a) On more than one occasion subsequent to the time her compasses were last compensated or adjusted, and prior to sailing from Seattle on the 16th of May, 1935;

(b) If the steamship "Denali" was laid up, state

(1) For what periods, beginning when and ending when;

(2) At what port or ports and at what berth;

(3) On what magnetic heading—exactly, if known; otherwise approximately?

Interrogatory No. 8.

(a) Was the steamship "Denali" laid up out of commission prior to sailing from Seattle on the 16th day of May, 1935? [241]

(b) If the steamship "Denali" was laid up, state:

- (1) For what period, beginning when and ending when?
- (2) At what port and at what berth?
- (3) On what magnetic heading—exactly, if known; otherwise approximately.

Interrogatory No. 9.

(a) If the steamship "Denali" was laid up, were other vessels in proximity thereto?

(b) If so, state:

- (1) The number of such vessels, the names thereof, the construction, as being steel or iron hulls, the period of time (beginning and ending when) each of such vessels was in proximity thereto.

Interrogatory No. 10.

If the steamship "Denali" was laid up for a period of time until shortly prior to sailing on May 16, 1935,

(a) State whether or not she was in proximity to

- (1) A dock?
- (2) A machine shop?
- (3) A repair plant, and

(b) State whether or not there was in any such dock, machine shop or repair plant, any substantial pounding, riveting, and/or other jarring of plates or other heavy pieces of iron or steel. [242]

Interrogatory No. 11.

If the steamship "Denali" was laid up for a period of time prior to sailing on May 16, 1935, state fully her proximity to the following:

- (a) Electric power lines;
- (b) Electric trolley lines;
- (c) Electric motors operated from time to time;
- (d) Electric light wires;
- (e) Other electrically or magnetically operated apparatus or equipment.

Interrogatory No. 12.

State whether or not any repairs were made to the steamship "Denali" subsequent to the time her compasses were last adjusted or compensated, stating particularly

- (a) Nature, character and extent of the repairs, if any, and
- (b) Location of the repairs, if any.

Interrogatory No. 13.

If the steamship "Denali" was laid up out of commission shortly before sailing on May 16, 1935, state whether or not any repairs were made, stating particularly

- (a) Nature, character and extent of the repairs, if any, and
- (b) Location of the repairs, if any.

Interrogatory No. 14.

State whether or not any alterations were made to the steamship "Denali" subsequent to the time her compasses were last adjusted or compensated, stating particularly

(a) Nature, character and extent of the alterations, if any, and

(b) Location of the alterations, if any. [243]

Interrogatory No. 15.

If the steamship "Denali" was laid up out of commission shortly before sailing on May 16, 1935, state whether or not any alterations were made, stating particularly

(a) Nature, character and extent of the alterations, if any, and

(b) Location of the alterations, if any.

Interrogatory No. 16.

State the name and title, if any, of the individuals in petitioner's organization

(a) Who decided to remove the steamship "Denali" from lay-up and place her in commission for the voyage in question, and

(b) Who ordered her to sail on or about May 16, 1935.

Interrogatory No. 17.

(a) Prior to the stranding of the steamship "Denali" on May 19, 1935, what officers or executives of petitioner had authority to issue orders to

compass adjusters in the port of Seattle for the compensation or adjustment of compasses on petitioner's vessels?

(b) Prior to that date, according to the usual practice of petitioner, what officers or executives actually issued orders, if any, to compass adjusters for the adjustment of compasses on petitioner's vessels?

(c) Were orders issued to compass adjusters at the port of Seattle for the compensation or adjustment of the "Denali's" compasses after the lay-up period and prior to sailing on May 16, 1935?

(1) If so, when were such orders issued?

(2) If so, by whom were such orders issued?

(3) If so, to what compass adjusters at the port of Seattle were such orders issued? [244]

Interrogatory No. 18.

(a) Is or is not Exhibit B, annexed hereto, a true and correct copy of all entries in the deck log book, or bridge log book of the steamship "Denali", covering the period from May 13, 1933, to and including the 19th day of May, 1935?

(b) If any part of Exhibit B is not such correct copy, state:

(1) What part is correct;

(2) What part is incorrect;

(3) Annex to the answer to these interrogatories a true and correct copy of all of said deck log book entries.

Interrogatory No. 19.

(a) Does or does not Exhibit B correctly disclose all headings taken and courses followed by the steamship "Denali" from the time of sailing from Seattle on the 16th day of May, 1935, to and including the time of stranding on May 19, 1935?

(b) If the answer to interrogatory 18-a is in the negative, state:

- (1) What other courses were followed;
- (2) At what time; and
- (3) For what period of time.

Interrogatory No. 20.

(a) Was or was not the steamship "Denali" laid up for several months until May 13, 1935, on a W NW magnetic heading?

(b) If the steamship "Denali" was laid up several months until May 13, 1935, on some magnetic heading not W NW, what was such magnetic heading? [245]

Interrogatory No. 21.

When and where was the steamship "Denali" last swung before May 19, 1935, for the purpose of determining the deviation on her various headings, and drawing up deviation cards?

Interrogatory No. 22.

(a) On the 16th day of May, 1935, at the time of sailing from Seattle, were the deviation cards for the compass then posted in her pilothouse or bridge for use of her navigating officers?

(b) What was the date on which said deviation cards were drawn?

(c) What was the date on which the data for drawing said deviation cards were gathered?

(d) Who drew said deviation cards?

(e) Was any examination, observation or test made after the steamship "Denali" was taken out of lay-up on May 13, 1935, and before sailing on May 16, 1935, to ascertain facts as to the deviation necessary for drawing up correct deviation cards as of the time of sailing?

(f) If the answer to interrogatory No. 22 (e) is in the affirmative, state:

(1) By whom such examination, observation or test was made;

(2) Where;

(3) When;

(4) In what manner;

(5) Was a record thereof made in deck log?

(6) Was a record thereof made in engine log?

(7) Was a record thereof made elsewhere?

[246]

(8) Why were new and "up-to-date" deviation cards not then posted in place of obsolete cards?

Interrogatory No. 23.

(a) Did the reef upon which the steamship "Denali" stranded appear on charts issued before the sailing of the steamship "Denali" on May 16, 1935, by the United States Coast and Geodetic Sur-

vey, and by the Hydrographic Office of the United States Government and used ordinarily for the navigation of waters in the vicinity of said reef?

(b) Please mark clearly and distinctly on one of said charts the exact place where the steamship "Denali" stranded, and annex the chart so marked to the answer hereto.

Interrogatory No. 24.

What is the latitude and longitude of the place where the steamship "Denali" stranded?

Interrogatory No. 25.

Was or was not the reef on which the steamship "Denali" stranded described in the "British Columbia Pilot", ordinarily used for the navigation of waters in that vicinity, and issued by the Hydrographic Office of the United States Government, before the "Denali" sailed from Seattle on the 16th day of May, 1935?

Interrogatory No. 26.

(a) Was Caamano Passage, in the vicinity of the reef upon which the "Denali" stranded, upon and a part of the usual course of cargo and passenger vessels sailing from Seattle to any Alaskan port?

(b) En route from Seattle to point of stranding, [247] what was the steamship "Denali's" first intended port of call?

(c) Was Caamano Passage, in the vicinity of the reef upon which the "Denali" stranded, outside of the usual course of cargo and passenger vessels

sailing from Seattle to the steamship "Denali's" first intended port of call?

(d) Was Chatham Sound, inside Dundas Island, rather than Caamano Passage, the usual course of cargo and passenger vessels en route from Seattle to the "Denali's" first intended port of call?

(e) Were there not more aids to navigation on a course through Chatham Sound than upon a course through Caamano Passage from Seattle to the steamship "Denali's" first intended port of call?

Interrogatory No. 27.

At the time the steamship "Denali" stranded,

(a) What was the state of the sea on the Beaufort scale?

(b) What was the condition of the wind, giving direction and force on the Beaufort scale?

(c) What was the condition of the weather?

(1) Was there snow?

(2) Was there rain?

(3) Was there fog?

(4) Was there haze?

(d) What was the degree of visibility

(1) As to degree?

(2) As to range?

(e) Were all of such conditions usual or unusual? [248]

Interrogatory No. 28.

(a) Describe fully the place of stowage, character, and approximate weight of all iron, steel or metal cargo on board the steamship "Denali" at the time of final sailing on May 16, 1935.

(b) State the usual practice of petitioner with respect to requiring, after full stowage of cargo and at the time of sailing, a determination of compass error attributable to magnetic cargo.

(c) State whether such usual practice was followed with respect to the "Denali" on the voyage in question.

Interrogatory No. 29.

With respect to the compasses on the steamship "Denali" at the time of sailing on May 16, 1935, state fully:

- (a) The number thereof;
- (b) The type or kind of each;
- (c) Place of installation;
- (d) Date of installation;
- (e) Name of manufacturer.

Interrogatory No. 30.

(a) What was the steamship "Denali's" advertised, scheduled or intended time of sailing?

(b) Was the actual sailing of the steamship "Denali" on May 16, 1935, delayed beyond her advertised, scheduled or intended time of sailing?

(c) If the actual sailing of the steamship "Denali" on May 16, 1935, was delayed, by how much time?

Interrogatory No. 31.

(a) Did any executive or officer of the petition- [249] er, other than the master or officers of the steamship "Denali", decide or instruct that said vessel proceed upon the route which she in fact took through Caamano Passage?

- (b) If so,
- (1) Name such executive or officer;
 - (2) State his rank or title;
 - (3) State when he made such determination or issued such order.

Interrogatory No. 32.

Why did the steamship "Denali" proceed on the outside route through Caamano Passage, rather than along the inside route through Chatham Sound?

Interrogatory No. 33.

At the time of sailing from Seattle on May 16, 1935, what navigating charts, showing Caamano Passage and Zayas Island, were on board the steamship "Denali", stating:

- (a) The identifying number of each;
- (b) The source of issue of each;
- (c) The date of correction of each;
- (d) The seller of each.

J. CHARLES DENNIS

United States Attorney.

F. A. PELLEGRINI

Assistant United States Attorney.

Proctors for Claimant,

United States of America. [250]

EXHIBIT "B" ANNEXED TO AND A PART OF CLAIMANTS' INTERROGATORIES PROPOUNDED TO PETITIONER [251]

DENALI #38

PILOT HOUSE LOG BOOK

Monday, May 13, 1935

A.M.

7:25 left W. Seattle

8:07 Fast Arden Salt Dock

8:15 Com Loading

P.M.

2:40 left Arden Dock

3:10 fast Pier 40

6:10 left Pier 40

6:30 fast Am Can Dk

Steering gear, whistle tested, O. K.

Draft leaving F 8-9 A 13-2

bilges

p s

1 0 1 0

2 1 in. 2 0

3 0 3 2 in.

4 2 in. 4 0

5 0 5 0

Tuesday, May 14, 1935

7:40 left Am Can Dk

8:30 fast coal bunker

Wednesday, May 15, 1935

A.M.

4:05 left coal bunker

4:30 arrived General Oil Dock

7:55 left General Oil Dock

8:20 fast Pier 2

NW 8:37 A.M.

NW 3:08 P.M.

L.W. 2:07 A.M.

H.W.

29.80 clear

	time on course	pilot house compass	bridge compass	H. W. Seattle 2:23 AM
Thursday, May 16, 1935				
A.M.				
5:43 left Pier 2	7 minutes			
5:50 full ahead	7 minutes	W $\frac{3}{4}$ N	W $\frac{3}{8}$ N	Dr leaving F18-4 A19-6
5:57 on course				ebb calm 29.70
6:22 Four Chile R1	25 "	NWxW		
6:35 Stop	13 "	—		
6:40 Powder Bad It	5 "			
8:40 Full Ahead	2 h 00 m			29.60
				L. W. Seattle 9:37 AM
8:45 Jefferson Ild	5 minutes	NWxN	NW $\frac{7}{8}$ N	
8:50 Cable Crossing	5 "	"	"	
8:51 Half Ahead	1 "	"	"	
9:26 Apple Tree Pt Lt	35 "	"	"	
9:27 Stop	1 "	"	"	
9:28 Powder Bad It	1 "			
9:29 Full Ahead	1 "	NW $\frac{5}{8}$ N	NW $\frac{1}{2}$ N	light overcast
10:10 Pt No Pt (4)	41 "	NWxW $\frac{1}{2}$ W	NWxW $\frac{3}{4}$ W	flood low water slack
				ANP 10:30
10:35 Double Bl Buoy	25 "	NW $\frac{3}{4}$ W	NWxW	flood
11:11 Bush Pt Lt	36 "	NW	NW $\frac{1}{4}$ W	flood
11:54 Marrowstone Pt (4)	43 minutes	NWxW $\frac{5}{8}$ W	NWxW $\frac{7}{8}$ W	flood
			10:30 AM	Met SS Yukon

	time on course	pilot house compass	bridge compass	
P.M.				
12:33 Pt Wilson Lt	39 minutes	NWxW ⁵ / ₈ W	NWxW ⁷ / ₈ W	flood wind SE 29.56 overcast H. W. slack
12:40 Wilson Buoy	7 "	W ³ / ₄ S	W ⁷ / ₈ S	
2:32 Dungeness Lt. (3)	1 h 52 m	WxS ⁵ / ₈ S	WxS ³ / ₄ S	distance by log 37.6 wind w Race Rock 3:28 PM
4:45 Race Rock Lt (3 ¹ / ₂)	2 h 13 m	W ¹ / ₈ S	W ³ / ₈ S	57.9 ebb wind w
6:28 Sheringham Pt Lt (14)	1 h 43 m	W ¹ / ₈ S	W ³ / ₈ S	75 raining
7:36 Slip Pt Lt	1 h 08 m	W ¹ / ₈ S	W ³ / ₈ S	85.1 29.45
9:14 Wandah Id Lt (5 mile)	1 h 38 m	W ¹ / ₈ S	W ³ / ₈ S	flood HW Cape Flattery 11 PM
9:50 Tatoosh Id Lt (6 mile)	36 m	W ¹ / ₈ S	W ³ / ₈ S	106.1 flood 29.48 light westerly wind westerly swell
11:06 Swiftsure Lt Sh (1 mi)	1 h 16 m	W ⁷ / ₈ N	W ⁵ / ₈ N	117.8 flood calm light SW swell

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Friday, May 17, 1935

A.M.

	time on course	pilot house compass	bridge compass	
12:08 Pachana Pt Lt	1 h 02 m	W $\frac{7}{8}$ N	W $\frac{5}{8}$ N	126.4 wind W (1) ebb 29.49 L. W. Cape Beals 6:03 A. M. 132.7 ebb wind W raining AM 150.2 ebb wd NW 29.60 lt rain 159 wind W all bilges dry 176 29.68 clear West- northwesterly wind 194 flood W (3) 29.68 clear wind W
12:50 Cape Beals (6 $\frac{1}{2}$ mi)	42 m	W $\frac{7}{8}$ N	W $\frac{5}{8}$ N	198 210.2 W (2) 29.75 L. W. Nortka Sound 5:53 A. M. 228.0 W (2) 29.75
2:28 Amphitrite Lt	1 h 58 m	W $\frac{7}{8}$ N	W $\frac{5}{8}$ N	
4:00 Log and course	2 h	W $\frac{7}{8}$ N	W $\frac{5}{8}$ N	
6:00 log & course noted	2 h	W $\frac{7}{8}$ N	W $\frac{5}{8}$ N	
8:00 " " "	2 h	W $\frac{7}{8}$ N	W $\frac{5}{8}$ N	
8:39 Estavan Lt (10 mi)	39 m	WNW	WxN $\frac{5}{8}$ N	
10:00 " "	1 h 21 m	WNW	WxN $\frac{5}{8}$ N	
12:00 Log & Course noted		WNW	WxN $\frac{5}{8}$ N	

	time on course	compass pilot house	bridge compass	
P.M.				
2:00	Log & course noted	WNW	WxN $\frac{5}{8}$ N	246 ebb W (2) fine & clear 29.82 L. W. Port Alice 5:47 PM
4:00	"	WNW	WxN $\frac{5}{8}$ N	264.5 ebb W (2) 29.86 274.7 ebb W (2) 283 flood 29.88 fine and clear 302.3 flood SE $\frac{1}{2}$ wind (2)
5:05	Solando Id (8 mi)	NW $\frac{1}{2}$ N	NW $\frac{3}{8}$ N	327.5 SW wind
6:00	Log & Course noted	NW $\frac{1}{4}$ N	NW $\frac{1}{8}$ N	341
8:00	Log & Course noted	NW $\frac{1}{8}$ N	NW	
10:33	Cape Septt Lt (3 mi)	NW $\frac{3}{8}$ W	NW $\frac{5}{8}$ W	
12:00	Log & Course noted	NW $\frac{3}{8}$ W	NW $\frac{5}{8}$ W	
Saturday, May 18, 1935, S. S. Denali # 38, sailing from Seattle to Metlakatla and return.				
A.M.				
2:00	Log & Course noted	NW $\frac{3}{8}$ W	NW $\frac{5}{8}$ W	361.4 ebb SW (2) 29.76 LW Port BLMKenly 6:56 AM
4:00	"	NW $\frac{3}{8}$ W	NW $\frac{5}{8}$ W	379 ebb SW (1) 29.74 raining 2 AM

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	time on course	pilot house compass	bridge compass	
6:00 Log & Course noted	2 h	NW $\frac{3}{8}$ W	NW $\frac{5}{8}$ W	397.5 ebb SE wind 29.86 overcast and rain
8:00 "	2 h	NW1.2W	NW $\frac{3}{4}$ W	416.2 flood SW (1) 29.92 clear and fine
10:00 "	2 h	NW $\frac{1}{2}$ W	NW $\frac{3}{4}$ W	435.8
12:00 "	2 h	NW $\frac{1}{2}$ W	NW $\frac{3}{4}$ W	454.9 SW (1) 29.95 clear and fine
2 P.M. "	2 h	NW $\frac{1}{2}$ W	NW $\frac{3}{4}$ W	474.3 ebb SSW 29.96 L. W. Skidiachi
4 P.M. Log & course noted	2 h	NW $\frac{1}{2}$ W	NW $\frac{3}{4}$ W	Inlet 8:13 PM 493.6 ebb Southerly 29.98
4:47 N. Danger Rocks	47 m	NW $\frac{1}{2}$ W	NW $\frac{3}{4}$ W	501.5 SW (1) PM Fire & Boat Drill
6:00 Log & Course noted	1 h 13 m	NW \times W	NW \times W $\frac{1}{4}$ W	513 SW (1) 4:10 time of alarm
6:43 Bouilka Id Lt (5 mile)	43 m	NW $\frac{1}{8}$ W	NW $\frac{1}{4}$ W	521.9
8:00 Log & course noted	1 h 17 m	NW $\frac{1}{8}$ W	NW $\frac{1}{4}$ W	4:11 pump started 532.8 S (2)
9:50 Oval Bank Buoy	1 h 50 m	NW $\frac{3}{4}$ N	NW $\frac{1}{4}$ N	4:13 pump stopped 552.5 flood 4:14 Boat stations

	time on course	pilot house compass	bridge compass	
10:00 Log & course noted	10 m	NW $\frac{3}{8}$ N	NW $\frac{1}{4}$ N	554 flood SW (2) 4:17 Boats out.
10:49 Triple Island 4 points	49 m	NW $\frac{3}{8}$ N	NW $\frac{1}{4}$ N	562.5 flood 4:21 Boats in.
12:00 Log & course noted	1 h 11 m	NW $\frac{3}{8}$ N	NW $\frac{1}{4}$ N	572.7 flood 4:25 Fire Drill Hand and steam pumps and equipment O. K.
12:06 AM Triple Is Lt (10 $\frac{1}{2}$ mi)		N $\frac{3}{4}$ W	N $\frac{3}{4}$ W	573 flood N (2) 30:00 H. W. Barren Is 1:14 AM
1:00 Triple Is abeam 2nd time	54 m	N $\frac{3}{4}$ W	N $\frac{3}{4}$ W	582 flood N (2) H. W. Prince Rupert 1:15 AM
2:00 Log & course noted	1 h 00 m	N $\frac{3}{4}$ W	N $\frac{3}{4}$ W	591.7 ebb N (2) 30:00
2:37 South end Zayas Is abeam 37 m		N $\frac{3}{4}$ W	N $\frac{3}{4}$ W	596.9 ebb NW (1) hazy
2:44 Ship struck reef off Zayas Is. Stopped engine. Soundings taken immi. Taking water 1-2-3 hold Also sounded around ship's side, 4 $\frac{1}{2}$ fat astern 3 fat on bows.				

Q.M.E. Tell

lookout M. Supancio

PILOT HOUSE LOG BOOK DENALI #38

Northwest Instrument Co., Nautical Instruments,
63 Madison St., Seattle.

Cap. Main 1041 Apt 817

P. A. Obert pilot Gaf 2414

Second Officer E. P. Larsen HE 2004

J. Lawton El 9145

W. Cleasley Seattle Hotel

Remarks:

At 8 A. M. Friday, May 17th, found four stow-aways. Had them fed. Their names were W. Rester, L. Beaton, B. Cory & F. Hedges.

W. CLEASLEY,

Mate.

[Endorsed]: Filed Nov. 22, 1935. [255]

[Title of District Court and Cause.]

PETITIONER'S EXCEPTIONS TO THE ANSWER OF CLAIMANTS, PACIFIC COAST COAL COMPANY, et al., TO PETITION FOR LIMITATION OF LIABILITY.

Comes now the Alaska Steamship Company, a corporation, petitioner above named, and excepts to the sufficiency of the answer of claimants, Pacific Coast Coal Company, et al., on the grounds following, to-wit:

Petitioner excepts to said answer on the ground and for the reason that the same is insufficient, indistinct and the allegations thereof are irrelevant,

incompetent and immaterial, and that said answer is not in accordance with Admiralty Rule 53 which requires that in said answer said claimants shall in suitable allegations state the facts and circumstances by reason of which liability is claimed, or right to limitation of liability should be denied.

BOGLE, BOGLE & GATES

Proctors for Petitioner.

Copy received 12/10/35.

HAYDEN, MERRITT,

SUMMERS & BUCEY

[Endorsed]: Filed Dec. 10, 1935. [256]

[Title of District Court and Cause.]

PETITIONER'S EXCEPTIONS TO THE ANSWER OF CLAIMANT, UNITED STATES OF AMERICA, TO PETITION FOR LIMITATION OF LIABILITY.

Comes now the Alaska Steamship Company, a corporation, petitioner above named, and excepts to the sufficiency of the answer of claimant, United States of America, on the following grounds, to-wit:

Petitioner excepts to said answer on the ground and for the reason that the same is insufficient, indistinct and the allegations thereof are irrelevant, incompetent and immaterial, and that said answer is not in accordance with Admiralty Rule 53 which requires that in said answer said claimants shall in suitable allegations state the facts and circum-

stances by reason of which liability is claimed, or right to limitation of liability should be denied.

BOGLE, BOGLE & GATES

Proctors for Petitioner.

Received a copy of the within Exceptions this 10th day of Dec. 1935.

J. CHARLES DENNIS

Attorney for U. S. A.

[Endorsed]: Filed Dec. 10, 1935. [257]

[Title of District Court and Cause.]

DECISION. [258]

Neterer, District Judge.

The petitioner seeks to limit liability of claim for damages on account of stranding of Steamship Denali on a reef situated off the southeast end of Zayas Island in Caamano Passage, British Columbia, becoming a total loss, but has certain earned freight; that the loss of the vessel occurred without fault of the petitioner or officers of said crew of vessel, and without knowledge or privity, petition is in compliance with Admiralty Rule 51.

In response to processes duly issued the United States for loss of cargo, and the Pacific Coast Coal Company, et al., for loss of cargo, each filed claims for a loss of cargo and thereafter each of said claimants filed answers to the petition denying on information and belief substantially all the material allegations of the petition, further answering

pleaded the claims for loss of cargo and prays (1) that limitations be denied; (2) for a decree against the petitioner for the amount of the claimant's claim with interest and cost; (3) such other and further relief as claimant may be entitled to.

To each answer are attached in identical form interrogatories, except that interrogatories 12, 13, 14, and 15, filed by the claimant, United States, do not appear in the interrogatories of the claimants Pacific Coast Coal Company, et al. The petitioner excepts to the respective answers for insufficiency, indistinctiveness [259] irrelevancy, incompetency, and immateriality and nonconformity to Admiralty Rule 53, requiring suitable allegations by reason of which limitation of liability should be denied.

Admiralty Rule 53, among other things provides “* * * who shall have filed * * * their claim under oath shall and may answer such * * * petition and contest the right of the owner of said ship or vessel either to an exemption to liability or to a limitation of liability under said Act of Congress, or both, provided: *suitable allegations state the fact and circumstances by reason of which * * * right to limitation of liability should be denied*.*”

The issue presented on petition is exoneration from liability; (2) to limit liability; (3) the allowance of claims for distribution in the fund if exoneration is denied and limitation of liability be granted. The burden is upon the petitioner to show

*Printer's Note: Emphasis in the Decision supplied by the Court.

strict compliance with every provision of the law before limitation may be granted irrespective of answer of any of the claimants. The claimants may have the privilege, after filing claims, to appear and cross-examine witnesses or possibly produce witnesses, but the issue as to claims may not be interwoven with the issue of exoneration or of right of limitation, nor may a claim against the petitioning company be tendered for adjudication with the issue tendered by the petition for exoneration or limitation. The petitioners have a right to file answers but in so filing must comply with Admiralty Rule 53, and may by suitable allegations of fact and circumstances state facts by reason of which right of limitation to liability should be denied, but thereby assume the burden to show that right to limitation should be denied, however, on the whole case the burden does not shift from the petitioner, and with such answers interrogatories may be filed by claimant in support of such an answer. The claimant to file interrogatories must assume a burden, and a claimant may not bring himself within Admiralty Rule 53 by pleading in the answer for claim and praying relief thereon which had theretofore been filed.

The utmost freedom of discovery before trial compatible with *expressed* rules of procedure allowing a party certain necessary reticences in respect to his oral evidence is of the essence in any enlightened procedure, *The Cleona* 32 Fed. 2nd, 599 at 601.

Admiralty issues are submitted on equitable principles in harmony with rules of justice and *expressed rules* of procedure, and in consonance with principles of maritime law which pervades the practice of Admiralty in this country. While the supreme purpose of doing justice is paramount to technical forms, *expressed rules* of procedure must predominate. Admiralty *in need* submits to discretion of the Court, some of the procedure necessary to administer justice in the most expeditious and economical manner without economical loss of time or money to litigants.

Liberality of such practice might clarify the issues [261] but the claimant *must* either comply with Admiralty Rule 53 by stating facts and circumstances by which limitation of liability should be denied, or of the privilege of cross-examination of the witnesses of the petitioner upon whom rests the burden of proof and with the Court's permission, producing witnesses to sustain denial of limitation, and this must obtain, unless the Court upon proper application showing special circumstances and reason other than "fishing for evidence", grants permission to address interrogatories to be answered by the petitioner.

The exceptions to the answer of each claimant are sustained as, likewise, the exceptions to the several interrogatories.

JEREMIAH NETERER

U. S. District Judge.

[Endorsed]: Filed Feb. 13, 1936. [262]

[Title of District Court and Cause.]

ORDER ON EXCEPTIONS TO ANSWER OF
CLAIMANT, UNITED STATES OF AMER-
ICA, AND TO INTERROGATORIES PRO-
POUNDED BY SAID CLAIMANT.

This matter having heretofore come on for hear-
ing on petitioner's exceptions to the answer of
claimant, United States of America, to the petition
for limitation of liability and on exceptions to the
interrogatories propounded by said claimant, and
the court having considered the same and filed
herein its written decision thereon

Now, Therefore, It Is Ordered, Adjudged and
Decreed that petitioner's exceptions to the answer
of claimant, United States of America, to the peti-
tion for limitation of liability be and the same are
hereby sustained, and

It Is Further Ordered, Adjudged and Decreed
that petitioner's exceptions to the interrogatories
propounded by the claimant, United States of
America, be and the same are hereby sustained; to
all of which the claimant United States of America
excepts and its exception is hereby allowed.

Done In Open Court this 16th day of March, 1936.

JEREMIAH NETERER

Judge.

Approved as to form:

BOGLE, BOGLE & GATES

Proctors for Petitioner, Alaska Steamship Company, a corporation.

J. CHARLES DENNIS

United States Attorney.

F. A. PELLEGRINI

Assistant United States Attorney.

[Endorsed]: Filed Mar. 16, 1936. [263]

[Title of District Court and Cause.]

ORDER ON EXCEPTIONS TO ANSWER OF
CLAIMANTS PACIFIC COAST COAL
COMPANY, ET AL., AND TO INTER-
ROGATORIES PROPOUNDED BY SAID
CLAIMANTS.

This matter having heretofore come on for hearing on petitioner's exceptions to the answer of claimants, Pacific Coast Coal Company, et al., to the petition for limitation of liability and on exceptions to the interrogatories propounded by said claimants, and the court having considered the same, and filed herein its written decision thereon,

Now, Therefore, It Is Ordered, Adjudged and Decreed, to-wit:

1. That petitioner's exceptions to the answer of claimants Pacific Coast Coal Company, et al., to

the petition for limitation of liability be, and the same are hereby sustained;

2. That petitioner's exceptions to the interrogatories propounded by the claimants Pacific Coast Coal Company, et al., be, and the same hereby are sustained;

3. That claimants Pacific Coast Coal Company, et al., be, and they hereby are, allowed twenty days from the date hereof within which to prepare, serve and file amended answer to petition for limitation of liability. [264]

Done in open court this 18 day of March, 1936.

JEREMIAH NETERER

Judge.

Claimants Pacific Coast Coal Company, et al., hereby take exception to the foregoing order sustaining petitioner's exceptions to claimant's answer, and sustaining petitioner's exceptions to claimant's interrogatories; however, said order is hereby approved as to form.

BIGHAM, ENGLAR, JONES

& HOUSTON

HAYDEN, MERRITT,

SUMMERS & BUCEY

Proctors for Claimants Pacific Coast
Coal Company, et al.

Approved as to form:

BOGLE, BOGLE & GATES

Proctors for Petitioner.

[Endorsed]: Filed Mar. 18, 1936. [265]

[Title of District Court and Cause.]

AMENDED ANSWER OF CLAIMANTS PACIFIC COAST COAL COMPANY, ET AL., OWNERS OF CARGO ON THE S.S. "DENALI" TO THE PETITION FOR LIMITATION OF LIABILITY.

To the Honorable the Judges of the Above Entitled Court:

The amended answer of Pacific Coast Coal Company, a corporation, claimant herein, and of all other claimants named and listed in Exhibit A, annexed hereto, to the petition of Alaska Steamship Company for limitation of liability, civil and maritime, alleges and respectfully shows:

First: Your claimants have heretofore filed their claim, under oath, in this proceeding.

Second: Your claimants admit the allegations in the first article of the petition.

Third: Your claimants admit the allegations in the second article of the petition. [266]

Fourth: Your claimants deny, on information and belief, each and every allegation contained in the third article of the petition, excepting only those allegations hereinafter expressly admitted.

Your claimants admit that the steamship "Denali" left the port of Seattle, Washington, on the 16th day of May, 1935, with cargo bound for the port of Metlakatla in the territory of Alaska.

Fifth: Your claimants deny, on information and belief, each and every allegation contained in the

fourth article of the petition, excepting only those allegations hereinafter expressly admitted.

Your claimants admit that at the time in question there was no light or signal, or other aid to navigation of any kind, on said reef or in its immediate vicinity, to warn vessels of the location thereof.

Sixth: Your claimants deny, on information and belief, each and every allegation contained in the fifth article of the petition.

Seventh: Your claimants deny, on information and belief, each and every allegation contained in the sixth article of the petition.

Eighth: Your claimants deny, on information and belief, each and every allegation contained in the seventh article of the petition, excepting only those allegations hereinafter expressly admitted.

Your claimants admit the institution, on or about August 16, 1935, in the above entitled court, [267] of two suits in admiralty against the Alaska Steamship Company, of the character described by the allegations of the seventh article in the petition.

Ninth: Your claimants deny, on information and belief, each and every allegation contained in the eighth article of the petition.

Tenth: Your claimants deny each and every allegation contained in the ninth article of the petition, excepting only those allegations hereinafter expressly admitted.

Your claimants admit the admiralty and maritime jurisdiction of this Honorable Court.

Further answering the petition, your claimants allege as follows:

The reef on which it is alleged in the fourth article of the petition the "Denali" stranded was a well known reef shown on the usual sailing charts ordinarily used by vessels navigating Caamano Passage and the waters in the vicinity of said reef, and vessels customarily navigate through Caamano Passage without stranding on said reef, and numerous vessels have before and since said stranding of the "Denali" navigated Caamano Passage without stranding on said reef, and said stranding by the "Denali" took place in weather and sea conditions which were usual in that season and place and which were foreseeable and reasonably to be expected on a voyage at that time of year and in that trade between Seattle and Alaskan ports. [268]

On or about the 15th day of May, 1935, the cargo described in Exhibit A, annexed hereto and made a part hereof, was delivered in good order and condition to petitioner as a common carrier for hire, and loaded on board the Steamship "Denali" at the port of Seattle, to be carried by the petitioner in said steamship as such common carrier to the port of Metlakatla, Alaska, and other ports of destination in Alaska, named in said Exhibit A, there to be delivered within a reasonable time in like good order and condition, in consideration of agreed freights.

Thereafter, on or about the 16th day of May, 1935, said steamship having said cargo on board,

sailed from the port of Seattle for the port of Metakatla, Alaska, and other Alaskan Ports.

Said cargo was not carried to said ports of destination by the petitioner and said steamship, and although a reasonable time has elapsed, the petitioner and the steamship "Denali" have wholly failed and refused to deliver said cargo at said ports of destination in like good order and condition, or otherwise.

Your claimants were and are the owners of said cargo, and as such, by reason of the premises, have sustained damages, as nearly as can now be ascertained in the total sum of \$324,515.64.

BIGHAM, ENGLAR, JONES

& HOUSTON

HAYDEN, MERRITT,

SUMMERS & BUCEY

Proctors for Claimants. [269]

United States of America,

State of Washington, County of King.—ss.

Lane Summers, being first duly sworn, upon oath, deposes and says:

That he is a member of the law firm of Hayden, Merritt, Summers & Bucey, and as such one of the proctors of record for claimants above named.

That the claimants in whose behalf the foregoing Amended Answer has been prepared, being large in number and scattered in locality, verification by one of said proctors of record has been allowed by order of court, to which petitioner by its proctors

has consented in writing. That this verification is made in behalf of all claimants above named.

That he has read the foregoing Amended Answer, knows the contents thereof, and believes the same to be true.

LANE SUMMERS

Subscribed and sworn to before me this 7th day of April, 1936.

[Seal] W. H. HAYDEN

Notary Public in and for the State of Washington,
residing at Seattle.

Copy received on 4/7/36.

BOGLE, BOGLE & GATES

Attorneys for petitioners. [270]

[Title of District Court and Cause.]

EXHIBIT "A" TO CLAIMANTS AMENDED
ANSWER TO PETITION FOR LIMITA-
TION OF LIABILITY. [271]

Claimants in whose behalf the foregoing answer is interposed, are as follows:

Pacific Coast Coal Company, George Hogg & Company, Blue Island Packing Company, Anderson Bros. Machine & Iron Works, Inc., Schwabacher Hardware Company, Seattle Boiler Works, Puget Sound Sheet Metal Works, Annette Island Canning Co., F. S. Lang Manufacturing Co., Kieckhefer Container Company, United States Printing

& Lithograph Company, Arden Salt Company, Smith Cannery Machines Company, Kelley Clarke Company, Continental Can Company, Inc., Kadiak Fisheries Company, American Can Company, J. E. Shields & Co., Inc., Fibreboard Products, Inc., E. I. DuPont de Nemours & Co., Inc., Gilson Mercantile Company, National Adhesives Corporation, Chugach Gold Mines, Inc., Northern Commercial Company, Standard Oil Company, Western Engineering Corporation, John A. Roebling's Sons Company of California, Pioneer Sea Foods Co., San Juan Fishing & Packing Company, Northwestern Wooden Ware Co., Nakat Packing Corporation, Asbestos Supply Company, Camp Lewis Tent & Awning Co., Carman Manufacturing Company, Marshall-Wells Company, National Grocery Company, Oakite Products, Inc., Seattle Steel Company, Westinghouse Pacific Coast Brake Company, Judson L. Thomson Mfg. Company, Fidalgo Island Packing Co., Longview Fibre Company, Chatham Strait Fish Company, Atlas Engine Company, Nabesna Mining Corporation, Apex Fish Company, Shepard Point Packing Co., Western Cooperage Company, Sebastian Stuart Fish Company, Columbia Steel Company, York Ice Machinery Corporation, Washington Creamery Co., Schwabacher Bros. & Co., Inc., Pacific Meat & Packing Company, Pacific Fruit & Produce Company, Lockwood Lumber Company, Galbraith & Co., Fisheries Supply Company, [272] Armour and Company, Atlas Powder Company, Seattle Hardware Company, Evans, Jones Coal

Company, Metlakatla Commercial Co., The Great Atlantic and Pacific Tea Company, Fisher & Smith Bag Co., The Rath Packing Company, and Pacific Marine Supply Company, all being corporations, and O. J. Reinseth, W. E. Shaver, O. L. Grimes, doing business as Grimes Packing Company, V. S. Jenkins, doing business as V. S. Jenkins Company, Ted E. Benson, L. Sumner, Ed Atkinson, George Fawcett, Louis Summers and George Fawcett, all being individuals or co-partnerships. [273]

[Title of District Court and Cause.]

INTERROGATORIES PROPOUNDED BY
CLAIMANTS TO PETITIONER. [318]

INTERROGATORIES PROPOUNDED AS A
PART OF CLAIMANTS' ANSWER TO
PETITION FOR LIMITATION OF LIA-
BILITY, TO BE ANSWERED BY PETI-
TIONER UNDER OATH, TO-WIT:

Interrogatory No. 1

(a) Referring to Exhibit A, annexed hereto, was the cargo described therein received by petitioner as a common carrier for hire on board the steamship "Denali" on or about the 15th day of May, 1935, at the port of Seattle from the shippers named therein for carriage to Metlakatla and other Alaskan ports named therein, and for delivery to the consignees named therein?

(b) If any such cargo described in said Exhibit A was not so received, state:

- (1) What part of the cargo was so received;
- (2) What part of the cargo was not so received.

Interrogatory No. 2

(a) Has or has not the cargo described in Exhibit A, annexed hereto, been delivered by petitioner?

(b) If any of the cargo described in said Exhibit A has been delivered by petitioner, state:

- (1) What part has been delivered;
- (2) Where and to whom such part has been delivered.

Interrogatory No. 3

When were the compasses of the steamship "Denali" last compensated or adjusted before she sailed from Seattle on the 16th day of May, 1935? [319]

Interrogatory No. 4

Respecting the deviation cards for the steamship "Denali", when, prior to her sailing from Seattle on the 16th day of May, 1935, were the same

- (a) Last drawn?
- (b) Last posted in the pilot house?

Interrogatory No. 5

When was the steamship "Denali" last swung to determine the deviation of her compasses on her various headings before she sailed from Seattle on the 16th day of May, 1935?

Interrogatory No. 6

(a) Was the steamship "Denali" laid up out of commission prior to sailing from Seattle on the 16th day of May, 1935?

(b) If the steamship "Denali" was laid up, state:

- (1) For what period, beginning when and ending when?
- (2) At what port and at what berth?
- (3) On what magnetic heading—exactly if known; otherwise approximately.

Interrogatory No. 7

(a) If the steamship "Denali" was laid up, were other vessels in proximity thereto?

(b) If so, state:

(1) The number of such vessels, the names thereof, the construction, as being steel or iron hulls, the period of time (beginning and ending when) each of such vessels was in proximity thereto. [320]

(c) If the steamship "Denali" was laid up and other vessels during the lay-up period were thereabouts, name the vessels, if any, upon which, and state the time when, repairs were made, and disclose the nature thereof.

Interrogatory No. 8

If the steamship "Denali" was laid up for a period of time until shortly before sailing on May 16, 1935,

(a) State whether she was in more or less proximity:

- (1) to a dock;
- (2) to a machine shop;
- (3) to a repair plant; and

(b) State whether then on or in such dock, machine shop or repair plant from time to time there was substantial pounding, riveting and other jarring of plates or other heavy pieces of iron or steel.

Interrogatory No. 9

If the steamship "Denali" was laid up for a period of time shortly before sailing on May 16, 1935, state fully her proximity to the following:

- (a) electric power lines;
- (b) electric trolley lines;
- (c) electric motors operated from time to time;
- (d) electric light wires;
- (e) other electrically or magnetically operated apparatus or equipment.

Interrogatory No. 10

State the name and title, if any, of the individuals [321] in petitioner's organization

- (a) who decided to remove the steamship "Denali" from lay-up and place her in commission for the voyage in question and
- (b) who ordered her to sail on or about May 16, 1935.

Interrogatory No. 11

(a) Prior to the stranding of the steamship "Denali" on May 19, 1935, what officers or execu-

tives of petitioner had authority to issue orders to compass adjusters in the port of Seattle for the compensation or adjustment of compasses on petitioner's vessels?

(b) Prior to that date according to the usual practice of petitioner, what officers or executives actually issued orders, if any, to compass adjusters for the adjustment of compasses on petitioner's vessels?

(c) Were orders issued to compass adjusters at the port of Seattle for the compensation or adjustment of the "Denali's" compasses after the lay-up period and prior to sailing on May 16, 1935?

(1) If so, when were such orders issued?

(2) If so, by whom were such orders issued?

(3) If so, to what compass adjusters at the port of Seattle were such orders issued?

Interrogatory No. 12

(a) Is or is not Exhibit B, annexed hereto, a true and correct copy of all entries in the deck log book, or bridge log book of the steamship "Denali", covering the period from May 13, 1935, to and including the 19th day of May, 1935? [322]

(b) If any part of Exhibit B is not such correct copy, state:

(1) what part is correct;

(2) what part is incorrect;

(3) annex to the answer to these interrogatories a true and correct copy of all of said deck log book entries.

Interrogatory No. 13

(a) Does or does not Exhibit B. correctly disclose all headings taken and courses followed by the steamship "Denali" from the time of sailing from Seattle on the 16th day of May, 1935, to and including the time of stranding on May 19, 1935?

(b) If the answer to interrogatory 13-a is in the negative, state:

- (1) what other courses were followed:
- (2) at what time; and
- (3) for what period of time.

Interrogatory No. 14

(a) Was or was not the steamship "Denali" laid up for several months until May 13, 1935 on a W NW magnetic heading?

(b) If the steamship "Denali" was laid up several months until May 13, 1935, on some magnetic heading not W NW, what was such magnetic heading?

Interrogatory No. 15

When and where was the steamship "Denali" last swung before May 19, 1935, for the purpose of determining the deviation [323] on her various headings, and drawing up deviation cards?

Interrogatory No. 16

(a) On the 16th day of May, 1935, at the time of sailing from Seattle, were the deviation cards for the compass then posted in her pilothouse or bridge for use of her navigating officers?

(b) What was the date on which said deviation cards were drawn?

(c) What was the date on which the data for drawing such deviation cards were gathered?

(d) Who drew said deviation cards?

(e) Was any examination, observation or test made after the steamship "Denali" was taken out of lay-up on May 13, 1935, and before sailing on May 16, 1935, to ascertain facts as to the deviation necessary for drawing up correct deviation cards as of the time of sailing?

(f) If the answer to interrogatory No. 16-(e) is in the affirmative, state:

(1) By whom such examination, observation or test was made;

(2) Where;

(3) When;

(4) In what **manner**;

(5) Was a record thereof made in deck log?

(6) Was a record thereof made in engine log?

(7) Was a record thereof made elsewhere?

(8) Why were new and "up-to-date" deviation cards not then posted in place of obsolete cards? [324]

Interrogatory No. 17

(a) Did the reef upon which the steamship "Denali" stranded appear on charts issued before the sailing of the steamship "Denali" on May 16, 1935, by the United States Coast and Geodetic Survey, and by the Hydrographic Office of the United States Government and used ordinarily for the navigation of waters in the vicinity of said reef?

(b) Please mark clearly and distinctly on one of said charts the exact place where the steamship "Denali" stranded, and annex the chart so marked to the answer hereto.

Interrogatory No. 18

What is the latitude and longitude of the place where the steamship "Denali" stranded?

Interrogatory No. 19

Was or was not the reef on which the steamship "Denali" stranded described in the "British Columbia Pilot", ordinarily used for the navigation of waters in that vicinity, and issued by the Hydrographic Office of the United States Government, before the "Denali" sailed from Seattle on the 16th day of May, 1935?

Interrogatory No. 20

(a) Was Caamano Passage, in the vicinity of the reef upon which the "Denali" stranded, upon and a part of the usual course of cargo and passenger vessels sailing from Seattle to any Alaskan port?

(b) En route from Seattle to point of stranding, what was the steamship "Denali's" first intended port of call?

(c) Was Caamano Passage, in the vicinity of the reef upon which the "Denali" stranded, outside of the usual [325] course of cargo and passenger vessels sailing from Seattle to the steamship "Denali's" first intended port of call?

(d) Was Chatham Sound, inside Dundas Island, rather than Caamano Passage, the usual course of

cargo and passenger vessels en route from Seattle to the "Denali's" first intended port of call?

(e) Were there not more aids to navigation on a course through Chatham Sound than upon a course through Caamano Passage from Seattle to the steamship "Denali's" first intended port of call?

Interrogatory No. 21

At the time the steamship "Denali" stranded,

(a) What was the state of the sea on the Beaufort scale?

(b) What was the condition of the wind, giving direction and force on the Beaufort scale?

(c) What was the condition of the weather:

(1) Was there snow?

(2) Was there rain?

(3) Was there fog?

(4) Was there haze?

(d) What was the condition of visibility:

(1) As to degree?

(2) As to range?

(e) Were all of such conditions usual or unusual?

Interrogatory No. 22

(a) Describe fully the place of stowage, character, and approximate weight of all iron, steel or metal cargo on board the steamship "Denali" at the time of final [326] sailing on May 16, 1935.

(b) State the usual practice of petitioner with respect to requiring, after full stowage of cargo and

at the time of sailing, a determination of compass error attributable to magnetic cargo.

(c) State whether such usual practice was followed with respect to the "Denali" on the voyage in question.

Interrogatory No. 23

With respect to the compasses on the steamship "Denali" at the time of sailing on May 16, 1935, state fully:

- (a) the number thereof;
- (b) the type or kind of each;
- (c) place of installation;
- (d) date of installation;
- (e) name of manufacturer.

Interrogatory No. 24

(a) What was the steamship "Denali's" advertised scheduled or intended time of sailing?

(b) Was the actual sailing of the steamship "Denali" on May 16, 1935, delayed beyond her advertised, scheduled or intended time of sailing?

(c) If the actual sailing of the steamship "Denali" on May 16, 1935, was delayed, by how much time?

Interrogatory No. 25

(a) Did any executive or officer of the petitioner, other than the master or officers of the steamship "Denali", decide or instruct that said vessel proceed upon the route which she in fact took through Caamano Passage? [327]

(b) If so,

- (1) name such executive or officer;

- (2) state his rank or title;
- (3) state when he made such determination or issued such order.

Interrogatory No. 26

Why did the steamship "Denali" proceed on the outside route through Caamano Passage, rather than along the inside route through Chatham Sound?

Interrogatory No. 27

At the time of sailing from Seattle on May 16, 1935, what navigating charts, showing Caamano Passage and Zayas Island, were on board the steamship "Denali", stating:

- (a) the identifying number of each;
- (b) the source of issue of each;
- (c) the date of correction of each;
- (d) the seller of each.

BIGHAM, ENGLAR, JONES &
HOUSTON

HAYDEN, MERRITT, SUMMERS &
BUCEY

Proctors for Claimants
Pacific Coast Coal Company, et al.

[Title of District Court and Cause.]

EXHIBIT "B" ANNEXED TO AND A PART OF CLAIMANTS' INTERROGATORIES PROPOUNDED TO PETITIONER [329]

DENALI #38

PILOT HOUSE LOG BOOK

Monday, May 13, 1935

A.M.

7:25 left W. Seattle

8:07 Fast Arden Salt Dock

8:15 Com Loading

P.M.

2:40 left Arden Dock

3:10 fast Pier 40

6:10 left Pier 40

6:30 fast Am Can Dk

Steering gear, whistle tested, O. K.

Draft leaving F 8-9 A 13-2

bilges

p s

1 0 1 0

2 1 in. 2 0

3 0 3 2 in.

4 2 in. 4 0

5 0 5 0

NW 8:37 A.M.

NW 3:08 P.M.

Tuesday, May 14, 1935

7:40 left Am Can Dk

8:30 fast coal bunker

Wednesday, May 15, 1935

A.M.

4:05 left coal bunker

4:30 arrived General Oil Dock

7:55 left General Oil Dock

8:20 fast Pier 2

L.W. 2:07 A.M.

H.W.

29.80 clear

Thursday, May 16, 1935

H. W. Seattle

A.M.

time on course

pilot house
compass

bridge
compass

5:43 left Pier 2
5:50 full ahead
5:57 on course

7 minutes
7 minutes

W $\frac{3}{4}$ N
W $\frac{3}{8}$ N

Dr leaving
F18-4 A19-6
ebb calm
29.70

6:22 Four Chile R1
6:35 Stop
6:40 Powder Bad lt
8:40 Full Ahead

NWxW

25
13
5
2 h 00 m

29.60
L. W. Seattle 9:37 AM

8:45 Jefferson Ild
8:50 Cable Crossing
8:51 Half Ahead
9:26 Apple Tree Pt Lt
9:27 Stop
9:28 Powder Bad lt
9:29 Full Ahead
10:10 Pt No Pt (4)

NWxN

NW $\frac{7}{8}$ N

5 minutes
5
1
35
1
1
1
41

“
“
“
“
“

“
“
“
“

light overcast
flood low water slack
ANP 10:30

NW $\frac{1}{2}$ N
NWxW $\frac{3}{4}$ W

NW $\frac{5}{8}$ N
NWxW $\frac{1}{2}$ W

10:35 Double Bl Buoy
11:11 Bush Pt Lt
11:54 Marrowstone Pt (4)

NW $\frac{3}{4}$ W
NW
NWxW $\frac{5}{8}$ W

NWxW
NW $\frac{1}{4}$ W
NWxW $\frac{7}{8}$ W

flood
flood
flood
10:30 AM
Met SS Yukon

25
36
(4) 43 minutes

	time on course	pilot house compass	bridge compass	
P.M.				
12:33 Pt Wilson Lt	39 minutes	NW x W $\frac{5}{8}$ W	NW x W $\frac{7}{8}$ W	flood wind SE 29.56 overcast H. W. slack
12:40 Wilson Buoy	7 "	W $\frac{3}{4}$ S	W $\frac{7}{8}$ S	
2:32 Dungeness Lt. (3)	1 h 52 m	W x S $\frac{5}{8}$ S	W x S $\frac{3}{4}$ S	[330] distance by log 37.6 wind w Race Rock 3:28 PM
4:45 Race Rock Lt ($3\frac{1}{2}$)	2 h 13 m	W $\frac{1}{8}$ S	W $\frac{3}{8}$ S	57.9 ebb wind w
6:28 Sheringham Pt Lt (14)	1 h 43 m	W $\frac{1}{8}$ S	W $\frac{3}{8}$ S	75 raining
7:36 Slip Pt Lt	1 h 08 m	W $\frac{1}{8}$ S	W $\frac{3}{8}$ S	85.1 29.45
9:14 Wandah Id Lt (5 mile)	1 h 38 m	W $\frac{1}{8}$ S	W $\frac{3}{8}$ S	flood HW Cape Flattery 11 PM
9:50 Tatoosh Id Lt (6 mile)	36 m	W $\frac{1}{8}$ S	W $\frac{3}{8}$ S	106.1 flood 29.48 light westerly wind westerly swell
11:06 Swiftsure Lt Sh (1 mi)	1 h 16 m	W $\frac{7}{8}$ N	W $\frac{5}{8}$ N	117.8 flood calm light SW swell

	time on course	pilot house compass	bridge compass	
Friday, May 17, 1935 A.M.				
12:08 Pachana Pt Lt	1 h 02 m	W7 $\frac{7}{8}$ N	W5 $\frac{7}{8}$ N	126.4 wind W (1) ebb 29.49 L. W. Cape Beals 6:03 A. M.
12:50 Cape Beals (6 $\frac{1}{2}$ mi)	42 m	W7 $\frac{7}{8}$ N	W5 $\frac{7}{8}$ N	132.7 ebb wind W raining AM
2:28 Amphitrite Lt	1 h 58 m	W7 $\frac{7}{8}$ N	W5 $\frac{7}{8}$ N	150.2 ebb wd NW 29.60 lt rain
4:00 Log and course	2 h	W7 $\frac{7}{8}$ N	W5 $\frac{7}{8}$ N	159 wind W all bilges dry
6:00 log & course noted	2 h	W7 $\frac{7}{8}$ N	W5 $\frac{7}{8}$ N	176 29.68 clear West- northwesterly wind
8:00 " " "	2 h	W7 $\frac{7}{8}$ N	W5 $\frac{7}{8}$ N	194 flood W (3) 29.68 clear wind W
8:39 Estawan lt (10 mi)	39 m	WNW	WxN5 $\frac{7}{8}$ N	198
10:00 " "	1 h 21 m	WNW	WxN5 $\frac{7}{8}$ N	210.2 W (2) 29.75 L. W. Nortka Sound 5:53 A. M.
12:00 Log & Course noted		WNW	WxN5 $\frac{7}{8}$ N	228.0 W (2) 29.75

	time on course	pilot house compass	bridge compass	
P.M.				
2:00	Log & course noted	WNW	WxN $\frac{5}{8}$ N	246 ebb W (2) fine & clear 29.82
4:00	“	WNW	WxN $\frac{5}{8}$ N	L. W. Port Alice 5:47 PM
5:05	Solando Id (8 mi)	NW $\frac{1}{2}$ N	NW $\frac{3}{8}$ N	264.5 ebb W (2) 29.86
6:00	Log & Course noted	NW $\frac{1}{4}$ N	NW $\frac{1}{8}$ N	274.7 ebb W (2) 283 flood 29.88
8:00	Log & Course noted	NW $\frac{1}{8}$ N	NW	fine and clear 302.3 flood
10:33	Cape Septt Lt (3 mi)	NW $\frac{3}{8}$ W	NW $\frac{5}{8}$ W	SE bywind (2) 327.5 SW wind
12:00	Log & Course noted	NW $\frac{3}{8}$ W	NW $\frac{5}{8}$ W	341
Saturday, May 18, 1935, S. S. Denali # 38, sailing from Seattle to Metlakfla and return.				
A.M.				
2:00	Log & Course noted	NW $\frac{3}{8}$ W	NW $\frac{5}{8}$ W	361.4 ebb SW (2) 29.76 LW Port
4:00	“	NW $\frac{3}{8}$ W	NW $\frac{5}{8}$ W	BLMKenly 6:56 AM 378 ebb SW (1) 29.74 raining 2 AM

[331]

	time on course	pilot house compass	bridge compass	
6:00	Log & Course noted	NW $\frac{3}{8}$ W	NW $\frac{5}{8}$ W	397.5 ebb SE wind 29.86 overcast and rain
8:00	"	NW1.2W	NW $\frac{3}{4}$ W	416.2 flood SW (1) 29.92 clear and fine
10:00	"	NW $\frac{1}{2}$ W	NW $\frac{3}{4}$ W	435.8
12:00	"	NW $\frac{1}{2}$ W	NW $\frac{3}{4}$ W	454.9 SW (1) 29.95 clear and fine
2 P.M.	"	NW $\frac{1}{2}$ W	NW $\frac{3}{4}$ W	474.3 ebb SSW 29.96 L. W. Skidiachi
4 P.M.	Log & course noted	NW $\frac{1}{2}$ W	NW $\frac{3}{4}$ W	Inlet 8:13 PM 493.6 ebb Southerly 29.98
4:47	N. Danger Rocks	NW $\frac{1}{2}$ W	NW $\frac{3}{4}$ W	501.5 SW (1) PM Fire & Boat Drill
6:00	Log & Course noted	NWxW	NWxW $\frac{1}{4}$ W	513 SW (1) 4:10 time of alarm
6:43	Bouilka Id Lt (5 mile)	NW $\frac{1}{8}$ W	NW $\frac{1}{4}$ W	521.9 4:11 pump started
8:00	Log & course noted	NW $\frac{1}{8}$ W	NW $\frac{1}{4}$ W	532.8 S (2) 4:13 pump stopped
9:50	Oval Bank Buoy	NW $\frac{3}{4}$ N	NW $\frac{1}{4}$ N	552.5 flood 4:14 Boat stations

	time on course	compass pilot house	bridge compass
10:00 Log & course noted	10 m	NW $\frac{3}{8}$ N	NW $\frac{1}{4}$ N
10:49 Triple Island 4 points	49 m	NW $\frac{3}{8}$ N	NW $\frac{1}{4}$ N
12:00 Log & course noted	1 h 11 m	NW $\frac{3}{8}$ N	NW $\frac{1}{4}$ N
12:06 AM Triple Is Lt (10 $\frac{1}{2}$ mi)		N $\frac{3}{4}$ W	N $\frac{3}{4}$ W
1:00 Triple Is abeam 2nd time	54 m	N $\frac{3}{4}$ W	N $\frac{3}{4}$ W
2:00 Log & course noted	1 h 00 m	N $\frac{3}{4}$ W	N $\frac{3}{4}$ W
2:37 South end Zayas Is abeam	37 m	N $\frac{3}{4}$ W	N $\frac{3}{4}$ W
2:44 Ship struck reef off Zayas Is. Stopped engine. Soundings taken immi. Taking water 1-2-3 hold			

Also sounded around ship's side, 4 $\frac{1}{2}$ fat astern 3 fat on bows.

554 flood SW (2)
4:17 Boats out.
562.5 flood
4:21 Boats in.
572.7 flood
4:25 Fire Drill

Hand and steam pumps
and equipment O. K.
573 flood N (2) 30:00
H. W. Barren Is 1:14
AM

582 flood N (2)
H. W. Prince Rupert
1:15 AM

591.7 ebb N (2) 30:00
596.9 ebb NW (1) hazy

Q.M.E. Tell
lookout M. Supancio

PILOT HOUSE LOG BOOK
DENALI #38

Northwest Instrument Co., Nautical Instruments,
63 Madison St., Seattle

Cap. Main 1041 Apt 817

P. A. Obert pilot Caf 2414

Second Officer E. P. Larsen HE 2004

J. Lawton El 9145

W Cleasley Seattle Hotel

Remarks:

At 8 A.M. Friday, May 17th, found four stow-aways. Had them fed. Their names were W. Rester, L. Beaton, B. Cory & F. Hedges.

W. CLEASLEY

Mate

[Endorsed]: Filed Apr. 7, 1936. [333]

[Title of District Court and Cause.]

AMENDED ANSWER OF CLAIMANT UNITED STATES OF AMERICA, OWNER OF CARGO ON THE S. S. "DENALI" TO THE PETITION FOR LIMITATION OF LIABILITY.

To the Honorable Judges of the Above Entitled Court:

The amended answer of the United States of America, a sovereign corporation, claimant herein, to the petition of Alaska Steamship Company for

limitation of liability, civil and maritime, alleges and respectfully shows:

I.

Your claimant has heretofore filed its claim, under oath, in this proceeding.

II.

Your claimant admits the allegations in the first article of the petition.

III.

Your claimant admits the allegations in the second article of the petition.

IV.

Your claimant denies, on information and belief, each and every allegation contained in the third article of the petition, excepting only those allegations hereinafter expressly admitted. [334]

Your claimant admits that the steamship "Denali" left the port of Seattle, Washington, on the 16th day of May, 1935, with cargo bound for the port of Metlakatla in the territory of Alaska.

V.

Your claimant denies, on information and belief, each and every allegation contained in the fourth article of the petition, excepting only those allegations hereinafter expressly admitted.

Your claimant admits that at the time in question there was no light or signal, or other aid to navigation of any kind, on said reef or in its im-

mediate vicinity, to warn vessels of the location thereof.

VI.

Your claimant denies, on information and belief, each and every allegation contained in the fifth article of the petition.

VII.

Your claimant denies, on information and belief, each and every allegation contained in the sixth article of the petition.

VIII.

Your claimant denies, on information and belief, each and every allegation contained in the seventh article of the petition, excepting only those allegations hereinafter expressly admitted.

Your claimant admits the institution, on or about August 16, 1935, in the above entitled court, of two suits in admiralty against the Alaska Steamship Company, of the character described by the allegations of the seventh article in the petition. [335]

IX.

Your claimant denies, on information and belief, each and every allegation contained in the eighth article of the petition.

X.

Your claimant denies each and every allegation contained in the ninth article of the petition, excepting only those allegations hereinafter expressly admitted.

Your claimant admits the admiralty and maritime jurisdiction of this Honorable Court.

Further answering the petition, your claimant alleges as follows:

The reef on which it is alleged in the fourth article of the petition the "Denali" stranded was a well known reef shown on the usual sailing charts ordinarily used by vessels navigating Caamano Passage and the waters in the vicinity of said reef, and vessels customarily navigate through Caamano Passage without stranding on said reef, and numerous vessels have before and since said stranding of the "Denali" navigated Caamano Passage without standing on said reef, and said stranding by the "Denali" took place in weather and sea conditions which were usual in that season and place and which were foreseeable and reasonably to be expected on a voyage at that time of year and in that trade between Seattle and Alaskan ports.

On or about the 15th day of May, 1935, the cargo described in Exhibit A, annexed hereto and made a part hereof, was delivered in good order and condition to petitioner as a common carrier for hire, and loaded on board the Steamship [336] "Denali" at the port of Seattle, to be carried by the petitioner in said steamship as such common carrier to the Port of Metlakatla, Alaska, and other ports of destination in Alaska, named in said Exhibit A, there to be delivered within a reasonable time in like good order and condition, in consideration of agreed freights.

Thereafter, on or about the 16th day of May, 1935, said steamship having said cargo on board, sailed from the port of Seattle for the Port of Metlakatla, Alaska, and other Alaskan Ports.

Said cargo was not carried to said ports of destination by the petitioner and said steamship, and although a reasonable time has elapsed, the petitioner and the steamship "Denali" have wholly failed and refused to deliver said cargo at said ports of destination in like good order and condition, or otherwise.

Your claimant was and is the owner of said cargo, and as such, by reason of the premises, has sustained damages, as nearly as can now be ascertained in the total sum of \$38,760.12.

J. CHARLES DENNIS

United States Attorney

F. A. PELLEGRINI

Assistant United States Attorney. [337]

United States of America
Western District of Washington
Northern Division—ss:

F. A. Pellegrini, being first duly sworn, on oath deposes and says:

That he is an Assistant United States Attorney for the Western District of Washington, and as such makes this verification for and on behalf of the United States of America; that he has read the

foregoing Amended Answer, knows the contents thereof, and believes the same to be true.

F. A. PELLEGRINI

Subscribed and sworn to before me this 14 day of April, 1936.

[Seal] TRUMAN EGGER

Deputy Clerk, U. S. District Court, Western District of Washington.

Received a copy of the within this 14th day of April, 1936.

BOGLE, BOGLE & GATES

[Endorsed]: Filed April 14, 1936. [338]

[Title of District Court and Cause.]

EXCEPTIONS TO AMENDED ANSWER OF
CLAIMANTS, PACIFIC COAST COAL
COMPANY, et al.

Comes now the petitioner, Alaska Steamship Company, and excepts to the amended answer of the claimants, Pacific Coast Coal Company, et al, as follows:

I.

Excepts to that portion of said amended answer commencing with the words "Further answering the petition, your claimants allege as follows:" on the ground and for the reason that the same fails to state facts constituting an affirmative defense and fails to state in suitable allegations any facts and circumstances by reason of which liability is

claimed, or right to limitation of liability should be denied as provided in Admiralty Rule No. 53 and fails to comply with the court's memorandum decision and order on exceptions filed to the original answer and the same should be ordered stricken.

II.

Excepts to that portion of the further answer contained in the first paragraph thereof, reading as follows:

“The reef on which it is alleged in the fourth article of the petition the “Denali” stranded was a well known reef shown on the usual sailing charts ordinarily used by vessels navigating Caamano Passage and the waters in the vicinity of said reef, and vessels customarily navigate through Caamano Passage without stranding on said reef, and numerous vessels have before and since said stranding of the “Denali” navigated Caamano Passage without stranding on said reef, and said stranding by the “Denali” took place in weather and sea conditions which were usual in that season and place and which were foreseeable and reasonably to be expected on a voyage at that time of year and in that trade between Seattle and Alaskan ports.”

[343]

on the ground and for the reason that the same fails to state facts constituting an affirmative defense and fails to state in suitable allegations any facts and circumstances by reason of which liability is claimed or right to limitation of liability should

be denied, as provided in Admiralty Rule No. 53 and fails to comply with the court's memorandum decision and order on exceptions filed to the original answer and the same should be ordered stricken.

III.

Excepts to the remaining allegations of the further answer on the ground that the same are a mere repetition of the claim heretofore filed herein and are neither relevant nor competent in an answer to a petition for limitation of liability as the same fail to state any facts and circumstances by reason of which liability is claimed or right to limitation of liability should be denied as provided in Admiralty Rule No. 53 and fail to comply with the court's memorandum decision and order on exceptions filed to the original answer and the same should be ordered stricken.

BOGLE, BOGLE & GATES

Proctors for Petitioner, Alaska
Steamship Company, a corporation.

Copy Rec. May 28, 1936

BIGHAM, ENGLAR, HUSTON
& JONES

HAYDEN, MERRITT, SUM-
MERS & BUCEY

Proctors for Claimants.

[Endorsed]: Filed May 23, 1936. [344]

[Title of District Court and Cause.]

EXCEPTIONS TO AMENDED ANSWER OF
CLAIMANT UNITED STATES OF AMERICA.

Comes now the petitioner, Alaska Steamship Company, and excepts to the amended answer of the claimant, United States of America, as follows:

I.

Excepts to that portion of said amended answer commencing with the words "Further answering the petition, your claimant alleges as follows:" on the ground and for the reason that the same fails to state facts constituting an affirmative defense and fails to state in suitable allegations any facts and circumstances by reason of which liability is claimed, or right to limitation of liability should be denied as provided in Admiralty Rule No. 53 and fails to comply with the court's memorandum decision and order on exceptions filed to the original answer and the same should be ordered stricken.

II.

Excepts to that portion of the further answer contained in the first paragraph thereof, reading as follows:

"The reef on which it is alleged in the fourth article of the petition the "Denali" stranded was a well known reef shown on the usual sailing charts ordinarily used by vessels navigating Caamano Passage and the waters in the

vicinity of said reef, and vessels customarily navigate through Caamano Passage without stranding on said reef, and numerous vessels have before and since said stranding of the "Denali" navigated Caamano Passage without stranding on said reef, and said stranding by the "Denali" took place in weather and sea conditions which were usual in that season and place [345] and which were foreseeable and reasonably to be expected on a voyage at that time of year and in that trade between Seattle and Alaskan ports."

on the ground and for the reason that the same fails to state facts constituting an affirmative defense and fails to state in suitable allegations any facts and circumstances by reason of which liability is claimed or right to limitation of liability should be denied, as provided in Admiralty Rule No. 53 and fails to comply with the court's memorandum decision and order on exceptions filed to the original answer and the same should be ordered stricken.

III.

Excepts to the remaining allegations of the further answer on the ground that the same are a mere repetition of the claim heretofore filed herein and are neither relevant nor competent in an answer to a petition for limitation of liability as the same fail to state any facts and circumstances by reason of which liability is claimed or right to limitation of liability should be denied as provided in Admiralty Rule No. 53 and fail to comply with the court's

memorandum decision and order on exceptions filed to the original answer and the same should be ordered stricken.

BOGLE, BOGLE & GATES

Proctors for Petitioner, Alaska
Steamship Company, a corporation.

Received a copy of the within Exceptions this 28 day of May, 1936.

J. CHARLES DENNIS

Attorney for United States.

[Endorsed]: Filed May 28, 1936. [346]

[Title of District Court and Cause.]

EXCEPTIONS TO INTERROGATORIES PRO-
POUNDED BY CLAIMANTS PACIFIC
COAST COAL COMPANY, et al, AT-
TACHED TO AMENDED ANSWER.

Comes now the petitioner Alaska Steamship Company and excepts to the interrogatories propounded by claimants Pacific Coast Coal Company, et al, and attached to the amended answer as follows:

I.

Excepts to interrogatory No. 1 and each part thereof as being irrelevant and incompetent. Said interrogatory pertains to the claim and not to the issues of exoneration from liability or limitation of liability and the same should be stricken pursuant to the memorandum decision and order on previous exceptions to a like interrogatory.

II.

Excepts to interrogatory No. 2 and each part thereof as being irrelevant and incompetent. Said interrogatory pertains to the claim and not to the issues of exoneration from liability or limitation of liability and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory.

III.

Excepts to interrogatory No. 3 as being irrelevant and incompetent and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory. [347]

IV.

Excepts to interrogatory No. 4 and each part thereof as being irrelevant and incompetent and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory.

V.

Excepts to interrogatory No. 5 as being irrelevant and incompetent and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory.

VI.

Excepts to interrogatory No. 6 and each part thereof as being irrelevant and incompetent and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory.

VII.

Excepts to interrogatory No. 7 and each part thereof as being irrelevant and incompetent and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory.

VIII.

Excepts to interrogatory No. 8 and each part thereof as being irrelevant and incompetent and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory.

IX.

Excepts to interrogatory No. 9 and each part thereof as being irrelevant and incompetent and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory. [348]

X.

Excepts to interrogatory No. 10 and each part thereof as being irrelevant and incompetent and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory.

XI.

Excepts to interrogatory No. 11 and each part thereof as being irrelevant and incompetent and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory.

XII.

Excepts to interrogatory No. 12 and each part thereof as being irrelevant and incompetent and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory.

XIII.

Excepts to interrogatory No. 13 and each part thereof as being irrelevant and incompetent and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory.

XIV.

Excepts to interrogatory No. 14 and each part thereof as being irrelevant and incompetent and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory.

XV.

Excepts to interrogatory No. 15 as being irrelevant and incompetent and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory.

[349]

XVI.

Excepts to interrogatory No. 16 and each part thereof as being irrelevant and incompetent and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory.

XVII.

Excepts to interrogatory No. 17 and each part thereof as being irrelevant and incompetent, and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory.

XVIII.

Excepts to interrogatory No. 18 as being irrelevant and incompetent and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory.

XIX.

Excepts to interrogatory No. 19 as being irrelevant and incompetent and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory.

XX.

Excepts to interrogatory No. 20 and each part thereof as being irrelevant and incompetent and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory.

XXI.

Excepts to interrogatory No. 21 and each part thereof as being irrelevant and incompetent and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory. [350]

XXII.

Excepts to interrogatory No. 22 and each part thereof as being irrelevant and incompetent and the

same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory.

XXIII.

Excepts to interrogatory No. 23 and each part thereof as being irrelevant and incompetent and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory.

XXIV.

Excepts to interrogatory No. 24 and each part thereof as being irrelevant and incompetent and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory.

XXV.

Excepts to interrogatory No. 25 and each part thereof as being irrelevant and incompetent and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory.

XXVI.

Excepts to interrogatory No. 26 as being irrelevant and incompetent and the same should be stricken pursuant to the memorandum decision and order on previous exception to a like interrogatory.

XXVII.

Excepts to interrogatory No. 27 and each part thereof as being irrelevant and incompetent and the same should be stricken pursuant to the memor-

andum decision and order on previous exception to a like interrogatory.

BOGLE, BOGLE & GATES

Proctors for Petitioner, Alaska
Steamship Company, a cor-
poration. [351]

Copy Rec. May 28, 1936.

**BIGHAM, ENGLAR, HUSTON
& JONES,
HAYDEN, MERRITT,
SUMMERS & BUCEY**

Proctors for claimants.

[Endorsed]: Filed May 28, 1936. [352]

[Title of District Court and Cause.]

ORDER

The above entitled cause having duly and regularly come on for hearing before the above entitled court, the undersigned Judge presiding, the 17th of June, upon the petitioner's exceptions to the amended answer of claimants Pacific Coast Coal Company, et al., petitioner's exceptions to the amended answer of claimant United States of America, and petitioner's exceptions to the interrogatories attached to the amended answer of Pacific Coast Coal Company, et al.; and the court having heard argument for and against said exceptions, and having become fully advised;

Now, therefore, it is hereby Ordered that petitioner's exceptions to the amended answer of Pa-

cific Coast Coal Company, et al., and also petitioner's exceptions to the amended answer of the United States of America, be, and the same hereby are in all respects overruled and denied; to which petitioner excepts and its exception is hereby allowed.

And further it is hereby Ordered that petitioner's exceptions to Interrogatory Number three and Interrogatory number six, sub-divisions a, b-1 and b-2, Interrogatory Number seven, sub-division a, Interrogatory number twenty-one and [353] Interrogatory number twenty-two, be, and the same hereby are in all respects overruled and denied, petitioner hereby being required to answer the interrogatories hereinabove listed within twenty days from the date of entry of this order; to which petitioner excepts, and its exception is hereby allowed.

And it is further Ordered that petitioner's exceptions to all other interrogatories be, and the same hereby are sustained.

Signed on this 20th day as of the 17 day of June, 1936.

JEREMIAH NETERER

Judge

Approved as to form:

BOGLE, BOGLE & GATES

Proctors for Petitioner

Presented by:

J. PAUL COIE

of Proctors for Claimants.

[Endorsed]: Filed Jun. 20, 1936. [354]

[Endorsed]: #13642.

CLMTS' EXHIBIT A-35

is Petitioner's Answers to Interrogatories numbered 6(a); 6(b) (1); 6(b) (2); 7(a); 21 (all); and 22(a), herein. Adm. 12/14/37.

[Title of District Court and Cause.]

PETITIONER'S ANSWERS TO
INTERROGATORIES

Comes now the petitioner above named, and in compliance with the order of this Honorable Court entered and filed on the 17th day of June, 1936, submits the following answers to the interrogatories required by said order to be answered by petitioner:

Interrogatory No. 3:

When were the compasses of the steamship "Denali" last compensated or adjusted before she sailed from Seattle on the 16th day of May, 1935?

Answer: The compasses of the SS "Denali" were last compensated and adjusted by an independent compass adjuster on July 21, 1933, following structural changes in the vessel. Subsequent to that date, and on each voyage made by the vessel, and until the date of her loss on May 19, 1935, the vessel's compasses were carefully checked by known bearings, the running of known courses, and the taking of daily azimuths, weather conditions permitting, all the results of which were promptly and carefully

entered in the vessel's azimuth book provided for that purpose. [355]

Interrogatory No. 6(a) :

Was the steamship "Denali" laid up out of commission prior to sailing from Seattle on the 16th day of May, 1935?

Answer: In accordance with petitioner's regular custom and practice, the SS "Denali", together with other freight and cargo steamers owned and operated by petitioner, was laid up out of commission at the conclusion of the fall season of 1934, and so remained until she was placed in commission on May 13, 1935, at the opening of the spring season; that after being placed in commission, said vessel was shifted from dock to dock during the process of loading cargo in the Port of Seattle until she sailed for Alaska on May 16, 1935.

Interrogatory No. 6(b)(1) :

For what period, beginning when and ending when?

Answer: October 31, 1934, to May 13, 1935.

Interrogatory No. 6(b)(2) :

At what port and at what berth?

Answer: The Port of Seattle, Washington, at the petitioner's West Seattle yards.

Interrogatory No. 7(a) :

If the steamship "Denali" was laid up, were other vessels in proximity thereto?

Answer: Yes.

Interrogatory No. 21:

At the time the steamship "Denali" stranded,
[356]

(a) What was the state of the sea on the Beaufort scale?

Answer: Petitioner knows of no Beaufort scale by which the state of the sea may be measured.

(b) What was the condition of the wind, giving direction and force on the Beaufort scale?

Answer: Northwest, force 1 to force 2.

(c) What was the condition of the weather:

(1) Was there snow?

Answer: No.

(2) Was there rain?

Answer: No.

(3) Was there fog?

Answer: No.

(4) Was there haze?

Answer: Yes.

(d) What was the condition of visibility:

(1) As to degree?

Answer: Dark, shortly before daybreak.

(2) As to range?

Answer: Estimated from one to two miles as to unlighted sizable objects.

(e) Were all of such conditions usual or unusual?

Answer: Petitioner is unable to state with accuracy whether the conditions at the time of stranding, as stated in the foregoing answer, were usual or unusual, but considering the locality, season of

the year, time of day, and state of the tide, such conditions were such as might be reasonably anticipated or expected.

Interrogatory No. 22:

(a) Describe fully the place of stowage, character, and approximate weight of all iron, steel or metal cargo on board the steamship "Denali" at the time of final sailing on May 16, 1935. [357]

Answer: The following indicates to the best of petitioner's knowledge, information and belief, the character, place of stowage, and approximate weight of all iron, steel or metal cargo aboard the S.S. "Denali" at the time of final sailing from Seattle, Washington, on May 16, 1935:

ON MAIN DECK

Cargo	Approximate Weight in Pounds	Place of Stowage
2 sheet iron tanks	21,468	Both on No. 2 hatch;
12 motor trucks	48,603	2 on #1 hatch; 1 on #2 hatch; 1 on #3 hatch; 2 on starboard wing abreast of Nos. 2 and 3 hatches; 3 on #4 hatch; 3 on #5 hatch;
1 anchor	14,000	Portside abreast #1 hatch;
20 drums gasoline (wt. with contents)	8,300	Starboard side aft between #2 and #3 hatches;
1 Scotch boiler	24,755	Portside abreast #3 hatch;
1 H.C.T. boiler	11,180	Port wing between #1 and #2 hatches;
1 Deisel engine	13,770	Starboard wing abreast #1 hatch;
1 Box shafting	1,600	Aft abreast #5 hatch, starboard side;

Cargo	Approximate Weight in Pounds	Place of Stowage
1 Rock crusher	25,400	Starboard side between #1 and #2 hatches;
1 Truck and Wakeska Motor (engine)	3,300	Starboard side between #1 and #2 hatches;
3 Crusher dies and hoisting beam	762	Starboard side between #1 and #2 hatches;
4 Chain crusher parts	1,923	Starboard side between #1 and #2 hatches;
1 Motor grader set up and parts	14,490	Starboard side between #1 and #2 hatches;
1 Motor grader set up and parts	17,109	Portside between #1 and #2 hatches;
1 Motor grader set up and parts	16,801	Portside between #1 and #2 hatches;

ON 'TWEEN DECK

42 boxes rivets	3,570	Forward
1 bar steel	51	"
1 box, 5 bundles	1,550	"
00 iron bbls. gasoline, (with contents)	38,000	Port side, abreast #3 hatch;
6 bundles grater parts	1,088	
5 various fittings	1,250	Abreast #5 hatch, stbd. wing;
15 various fittings	6,205	Abreast #5 hatch, ptsd. wing;
45 pkgs. K.D. tanks and materials	12,000	Part in portside wing; abreast #1 hatch;
56 pkgs. K.D. tanks and materials	9,200	Part in starboard wing; abreast No. 2 hatch;
77 bundles iron sheets and pipe	10,511	Starboard wing, abreast #1 hatch;
37 pkgs. boiler parts	10,070	Starboard wing, abreast #1 hatch;

Cargo	Approximate Weight in Pounds	Place of Stowage
6 grader parts	5,849	#5 forward of hatch square;
6 grader parts	786	" " " " "
33 rock crusher parts	15,794	" " " " "
43 frames and angles	7,060	" " " " "
12 Chev. dump trucks	55,154	3 on #1 hatch; 3 on #2 hatch; 4 on #4 hatch; 2 on #5 hatch;

MISCELLANEOUS ON 'TWEEN DECK

(Exact location not ascertainable)

1 stove	340
1 box parts	115
4 pkgs. hdwe.	121
8 various	978
2 various	66
1 pkg. metal signs	115
1 pkg. iron nuts	10
1 pkg. brake material	117
1 pkg. parts	115
1 el motor	82
6 bunks	280
5 drums creosote (with contents)	2,575
5 shovels and shackles	207
1 coil wire rope	192
1 pkg hdwe.	5
2 batteries	80
4 pkg. blast caps	120
1 pkg. rivets, 171 hoops and c. in bbls.	9,500
142 bbls. hoops	9,800
1 pkg. parts	40

Cargo	Approximate Weight in Pounds	Place of Stowage
3 drums sil sode (with contents)	2,394	
8 pkg. various	1,942	
5 pkg. various	357	
2 feed pumps	718	
1 grader	2,450	
9 pkgs. blades, axles, tool kits	1978	
2 pkgs. valves and parts	375	
2 pkgs. valves and parts	375	
1 pkg. caps	17	
LOWER HOLD		
451 es. collapsed cans	258,384	No. 2 hatch;
3288 " set up cans	510,096	No. 1 hatch;
3668 " collapsed cans	507,366	No. 1 hatch;
4335 " " "	267,060	No. 1 hatch;
2600 " " "	160,200	No. 3 hatch;
5200 " " "	320,400	570 es. No. 1 hatch; 4630 es. No. 4 hatch;
270 " " "	659,648	No. 3 hatch, aft.
3175 " " "	771,198	No. 4 hatch, aft.
4335 " " "	253,724	No. 3 hatch.
2 pes. smoke stack (3'x18")	unknown	No. 5 hatch.

(b) State the usual practice of petitioner with respect to requiring, after full stowage of cargo and at the time of sailing, a determination of compass error attributable to magnetic cargo.

Answer: The usual practice of petitioner with respect to determining compass errors, if any,

attributable to magnetic cargo is similar to that followed by other responsible steamship operators upon whose vessels licensed officers are employed. The licensed officers of petitioner's vessels have knowledge as to the magnetic [360] bearings of the principal docks on Puget Sound, from which their vessels load cargo, and during the process of loading it is the usual practice of such officers to check the vessel's compasses by comparison with the known bearings of the said docks at which the vessels are loaded, and as the vessels proceed from dock to dock during the process of loading cargo, compasses are checked upon various known headings in Puget Sound and any deviations noted. A final check of the vessel's heading and her compasses is made prior to sailing, which includes the taking of azimuths by licensed officers of the vessels whenever weather conditions permit. At the time of sailing, and as the vessel proceeds in Puget Sound, additional check of the compasses is made by comparison of known courses steered, and azimuths are carefully taken by the licensed officers of the vessel, weather conditions permitting. If azimuths cannot be taken, due to unfavorable weather, the vessel's compasses are carefully checked by shore bearings. All data secured by the taking of azimuths and other bearings are carefully noted in the azimuth book provided by the petitioner for that purpose.

(c) State whether such usual practice was followed with respect to the "Denali" on the voyage in question.

Answer: Yes. Prior to the beginning of the voyage of the SS "Denali" on May 16, 1935, weather conditions were favorable and numerous azimuths were taken by the vessel's licensed officers over approximately 14 points of the compass, and all deviations, if any, were noted in the vessel's azimuth book provided for that purpose, in addition to which petitioner's usual practice of determining compass error, if any, as outlined in part (b) of interrogatory No. 22, was carefully followed by the licensed officers of the SS "Denali" during the three days prior to her sailing on May 16, 1935.

BOGLE, BOGLE & GATES

Proctors for Petitioner

United States of America
Western District of Washington
County of King—ss.

W. T. Ford, being first duly sworn, on oath deposes and says:

That he is Secretary of the Alaska Steamship Company, the above petitioner; that he has read the foregoing petitioner's answers to interrogatories, knows the contents thereof, and that the same are true as he verily believes.

W. T. FORD

Subscribed and sworn to before me this 9th day of July, 1936.

[Seal] STANLEY B. LONG

Notary Public in and for the State of Washington,
residing at Seattle.

Copy Rec. July 10, 1936.

BIGHAM, ENGLAR, JONES &
HUSTON

HAYDEN, MERRITT,
SUMMERS & BUCEY

Proctors for Claimants.

[Endorsed]: Filed Jul. 10, 1936. [362]

[Title of District Court and Cause.]

PETITIONER'S OBJECTIONS AND AN-
SWERS TO THE CLAIMS OF PACIFIC
COAST COAL COMPANY, ET AL.

Comes now the Alaska Steamship Company, petitioner herein, and objects to the claims (and each and every part and amount thereof) of Pacific Coast Coal Company, et al., filed herein, and demands that said claimants be put upon strict proof thereof, and further objecting to said claims and each and all of them, petitioner admits, denies and alleges as follows:

I.

Answering the first paragraph of said claims, this petitioner alleges that it has no knowledge or information sufficient to form a belief as to the truth or falsity thereof, and therefore denies the same and demands strict proof thereof.

II.

Answering the second paragraph of said claims, this petitioner admits the same.

III.

Answering the third paragraph of said claims, this petitioner admits that on or about the 15th day of May, 1935, certain merchandise was delivered to petitioner and shipped and placed on board the SS "Denali" at the port of Seattle, to be carried by the petitioner on the said steamship to Metlakatla, Alaska, and other ports of destination set out in the said schedules and to be delivered to the consignee named in the said [363] schedules, in consideration of a certain agreed freight, and in accordance with the valid terms, conditions and stipulations of a certain bill of lading then and there signed and delivered to the shipper named in the said schedules by the duly authorized agents of the petitioner and of the SS "Denali", and denies each and every other allegation in said paragraph contained, and demands strict proof thereof. That a true copy of the form of said bills of lading is attached hereto, marked "Exhibit A", and by this reference made a part hereof as though fully set forth herein.

IV.

Answering the fourth paragraph of said claims, this petitioner admits that said steamship, having said certain merchandise on board, sailed from the port of Seattle for the port of Metlakatla and other Alaskan ports, and while bound on said voyage, and on or about the 19th day of May, 1935, stranded on a reef situated off the southeasterly end of Zayas Island in Caamano Passage, British Columbia, and

the cargo then laden on said vessel became and is a total loss, all as set forth and alleged in your petitioner's libel and petition for limitation of liability heretofore filed herein, and petitioner denies each and every other allegation in said paragraph contained, and demands strict proof thereof.

V.

Answering the fifth paragraph of said claims, this petitioner alleges that it has no knowledge or information sufficient to form a belief as to the truth or falsity thereof, and therefore denies the same, and demands strict proof thereof.

VI.

Answering the sixth paragraph of said claims, this petitioner denies the same and demands strict proof thereof. [364]

VII.

Answering the seventh paragraph of said claims, this petitioner denies the validity of the grounds of said claims as asserted therein, or otherwise.

VIII.

Answering the eighth paragraph of said claims, this petitioner alleges that it has no knowledge or information sufficient to form a belief as to the truth or falsity thereof, and therefore denies the same, and demands strict proof thereof.

IX.

Answering the ninth paragraph of said claims, this petitioner denies the same.

X.

Answering the tenth paragraph of said claims, this petitioner alleges that, assuming said claims are valid, lawful and enforceable, no credits exist thereon and no payments have been made on account thereof, but this petitioner denies the validity of said claims as asserted or otherwise.

XI.

Answering the eleventh paragraph of said claims, this petitioner denies the same, and particularly denies that claimants have sustained damages in the amounts stated in the schedules annexed to and incorporated in said claims, or have sustained damages in any other sum or sums whatsoever by reason of any fault, neglect or liability on the part of your petitioner, its officers, agents, employees, or the Steamship "Denali".

XII.

Further answering said claims and as a separate defense to each and all of them, this petitioner hereby realleges the allegations and averments contained in its said libel and petition [365] for limitation of liability herein as though here fully set forth, and further alleges that the bills of lading issued for the shipments referred to in each of said claims contain, among other things, the following provisions:

"1. Carrier shall not be liable for any loss of, or damage to, any of said merchandise resulting from Acts of God, perils of the sea or other waters, * * * fire on board vessel or on

wharf or land or pier * * * or breakage or fracture of, hull, shaft, propellers, fittings, fixtures, valves, pipes, machinery, boilers or appurtenances or from explosion, bursting of boilers or pipes, collision with vessels or other structures or objects, stranding or wrecks or accidents of navigation; nor if Carrier and/or Charterer and/or Owner shall have exercised due diligence to make the vessel on which said merchandise is shipped in all respects seaworthy and properly manned, equipped and supplied, shall the vessel, Carrier, Owner, Charterers or Agents become, or be held, responsible for any loss or damage that shall result in whole or in part from unseaworthiness of the vessel, whether existing at the time of shipment or at the beginning of the voyage, or on the voyage, fault or error in navigation or management of vessel, or of its engines, boilers, winches, hoisting gear, fittings, fixtures, equipment, ports, hatches, dead lights, valves, cocks, pipes, tanks and their connections and this whether such fault or error be before or after sailing or be in port or at sea, or from any other causes of what kind soever, ejusdem generis herewith or otherwise. Any omission to exercise such due diligence shall not be presumed, but the same must, if claimed or alleged, be proved by the Shipper or Consignee.

“5. Carrier shall never be liable for any loss of, or damage to, said merchandise, nor for any

damage or loss suffered in connection therewith, unless its neglect or wilful default is shown to have been the sole cause of the same. * * *

“10. Carrier’s vessels are not warranted seaworthy save in so far only as exercise of due care by Carrier in the selection of its agents and superintendents and their attention to their duties and their selection and appointment of ship masters and officers and engineers and crew have secured or may secure it.”

Due diligence was exercised by petitioner to make the said steamship “Denali” in all respects seaworthy, properly manned, equipped and supplied at the beginning of said voyage, and said vessel was, until after the stranding hereinbefore referred to, in all respects seaworthy, tight, staunch, strong, [366] properly manned, equipped and supplied for the voyage upon which she was then engaged, and her engines, boilers, tackle, apparel and equipment were all in good order and condition and suitable for the voyage upon which she was then engaged; that any loss or damage sustained by the merchandise referred to in said claims and each of them while laden on board said steamship “Denali” was not caused or contributed to by any fault, neglect or wilful default on the part of this petitioner or on the part of the said vessel, its officers or crew, but was the result of causes excepted in the bills of lading hereinabove referred to and in said bills of lading set forth. If it be held or determined that any loss of or damage to said merchandise referred to in

said claims was occasioned as a result of negligence of the officers or crew of said steamship "Denali" or any of them or of said vessel, such negligence consisted of faults or errors in the navigation or in the management of said vessel for which petitioner and said vessel are excused from liability under §3 of the Act of Congress of February 13, 1893, known and referred to as the Harter Act.

XIII.

Further answering said claims and as a separate defense to each and all of them, petitioner alleges:

That the bills of lading issued for the shipments referred to in said claims and each of them, contain, among others, the following provisions:

"6. Note Particularly: All claims of shipper or consignee or other party in interest against Carrier or its vessels or the masters thereof for any loss of or damage to or conversion of or misdelivery of or delay in delivery of said packages or any thereof shall be in writing presented to Carrier or its Agent within thirty days from date of notice of any such loss or damage, etc., and arrival of vessel at port or place of delivery, or at any port in distress or earliest newspaper mention of loss or stranding of such vessel on [367] voyage shall each be and fix the date of such notice; and if any such claim be not so presented within said thirty days, such claim shall be and by every court be held to have been released by shipper, owner and consignee and to be abandoned and barred;

and no suit on any such claim so presented or to recover for any such loss or damage, etc., shall be maintained unless such claim be so presented and such suit be thereupon commenced and summons, or other process, be served on Carrier, or steamer be attached, within ninety days from and after the day and date that the cause of action therein alleged accrued, and every suit not so commenced within said ninety days shall be and by every court be held to be barred, and all claims and demands against Carrier or steamer alleged by complaint or libel therein shall be so held to have been released by shipper, owner and consignee, and to be abandoned and barred; provided, that for shipments moving under the jurisdiction of the Federal 'Acts to Regulate Commerce' the periods of limitation for the presentation of claims and the commencement of suits as above provided for shall be those prescribed by said Acts; and on such shipments every such claim not so presented and every suit not commenced within the respective periods prescribed therefor in said Acts shall be and be held by every court to be abandoned and barred."

That notice of claim was not made within the time provided, and suit to recover for the alleged damage was not brought within the provided time, and by reason of the premises claimants and each of them are barred from recovering herein.

XIV.

Further answering said claims and as a separate defense to each and all of them, petitioner alleges:

That the bills of lading issued for the shipments referred to in said claims and each of them, contain, among others, the following provisions:

“5. * * * If carrier becomes liable for any damage or loss to said merchandise, it shall have the benefit of all insurance on said merchandise, and of any payments made by or on behalf of the insurer thereof whether under the guise of advances, loans, or otherwise; and shall also have the benefit of all loans, the amounts of which have been determined by the total amount or part of any loss or damage to said merchandise, made the owner by the insurer thereof, and induced by the existence of insurance upon said merchandise, and which are made [368] repayable only in the event recovery of said loss or damage is had from the Carrier or said vessel. The right to any such insurance, advances or loans may be offset in the amount thereof by Carrier against a claim or suit for said loss or damage. Carrier shall not be liable for any loss which can be insured against. The person who delivered said merchandise to Carrier was authorized to sign this bill of lading for the shipper.”

On information and belief, petitioner alleges that said merchandise referred to in the claims herein

was fully covered by cargo underwriters and insurance, and full payment of the loss of and damage to said merchandise has been paid by the said cargo underwriters and insurance companies to claimants or the amount thereof advanced by loan or other devise, and petitioner is entitled to the benefit and offset for the full amount thereof.

Wherefore, petitioner prays that said claims and each of them, and each and every part and item thereof, be denied and disallowed, and that petitioner may have such other and further relief in the premises as it may be entitled to under the rules and practice of this court sitting in admiralty.

BOGLE, BOGLE & GATES

Proctors for Petitioner

United States of America,
Western District of Washington,
County of King—ss.

W. T. Ford, being first duly sworn on oath deposes and says:

That he is the secretary of the Alaska Steamship Company, the within named petitioner; that he makes this verification by its authority and in its behalf; that he has read the foregoing objections and answers to the claims of Pacific Coast Coal Company, et al., knows the contents thereof, and believes the same to be true.

W. T. FORD

Subscribed and sworn to before me this 10th day of May, 1937.

[Seal]

STANLEY B. LONG

Notary Public in and for the State of Washington,
residing at Seattle. [369]

[Title of District Court and Cause.] [370]

INTERROGATORIES PROPOUNDED AS A PART OF PETITIONER'S OBJECTIONS AND ANSWERS TO THE CLAIMS OF PACIFIC COAST COAL COMPANY, ET AL., TO BE ANSWERED BY SAID CLAIMANTS AND EACH OF THEM UNDER OATH, TO:-WIT:

Interrogatory No. 1:

Is it claimed that the steamship "Denali" was in any respect unseaworthy at the beginning of the voyage referred to in said claims, and if so, state in what respect or respects.

Interrogatory No. 2:

Is it claimed that the steamship "Denali" was unseaworthy at any time during said voyage and prior to the stranding thereof referred to in said claims, and if so, state in what respect or respects.

Interrogatory No. 3:

Is it claimed that any officer and/or member of the crew of said steamship "Denali" was negligent or guilty of wilful default at the beginning of said voyage or at any time during said voyage, or at the time of and prior to the stranding of said vessel, and if so, state in what respect or respects.

Interrogatory No. 4:

Is it claimed that petitioner, its officers, agents or representatives or any of them failed to exercise due diligence to make said steamship "Denali" in

all respects seaworthy, properly manned, equipped and supplied at the beginning of said voyage referred to in said claims, and if so, state in what respects.

Interrogatory No. 5:

State whether or not the merchandise referred to in said claim was insured, and if so, by whom, and whether or not [371] anything has been received by the shipper or consignee thereof or other person from the cargo underwriter and/or insurance carrier of said sums, either as payment of insurance or as advances, loans or otherwise, and if so, designate which and the amount thereof, and to whom paid, and if advances, loans or otherwise, state the terms and conditions thereof, and if in writing, attach a copy.

Interrogatory No. 6:

State whether or not a claim or claims were filed or presented by claimants or on their behalf as provided by paragraph 6 of the bills of lading relative thereto, or otherwise, and if so, state when and to whom said claim or claims were presented, and attach a copy thereof.

BOGLE, BOGLE & GATES

Proctors for Petitioner. [372]

[Insignia.]

For use in connection with Straight Bill of Lading.

DUPLICATE SHIPPING ORDER

(For Agent)

Shipping Permit No.....

.....Date, 193.....

Delivered to Alaska Steamship Company, hereinafter called carrier by.....

Pro. No. To be forwarded

in whole or in part on Steamer.....

or on such other steamer or steamers as Carrier may employ, the bulk freight and/or packages enumerated hereon in apparent good order, except when otherwise noted—the value, weight, quantity, quality or condition of or contents of said packages not being known to Carrier—the same to be so forwarded with such reasonable dispatch as general business of Carrier will permit, to the port or landing of..... (Here

insert name of Steamer's place of delivery) or so near thereto as safe navigation of such vessel or vessels shall then permit, and there at vessel's tackle and in like condition to be delivered unto below named consignee, or if said consignee be not on hand to so receive same or if said packages be destined beyond said last mentioned port or place, then to any lightermen or wharfinger or to any forwarder or other carrier for and instead of said consignee; and freight at tariff rates (unless otherwise agreed) and all

charges advanced by Carrier and average shall be due and payable on any such delivery, and full freight charges to be so due and payable on all damaged or unsound packages; and to secure payment of such charges said packages are hereby pledged to Carrier. In no event shall Carrier be liable for loss of or damage to any package after it be unhooked from vessel's tackles at above mentioned place of delivery. Carrier shall have all rights and benefits granted to ship owner or Carrier by Sections 2120, 2121, 2131, 2132, 2148 and 2174 Civil Code of California, so far as the same are applicable to the voyage herein contemplated.

If the owner of the vessel on which said packages be laden shall have exercised due diligence to make said vessel in all respects seaworthy, and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from fault or negligence of the pilot, master or crew, in the navigation or management of the vessel, or from latent or other defects, or unseaworthiness of the vessel, whether existing at time of shipment or at the beginning of the voyage but not discoverable by due diligence, the consignees or owners of the cargo shall not be exempted from liability for contribution in General Average, or for any special charges incurred, but with the Shipowner, shall contribute in General Average, and shall pay such special charges, as if such danger, damage or disaster had not resulted from such fault, negligence, latent or other defect or unseaworthiness,

General Average payable according to York-Antwerp Rules, 1890, or York-Antwerp Rules, 1924, or as Carrier may elect.

Carrier shall not be liable for gold, silver, precious stones, metal, jewelry or treasures of any kind, bank notes, securities, silks, furs, laces, pictures, plate, china, glass or statuary unless bills of lading are signed therefor in which their nature and value are expressed and extra freight paid for the assumption of extraordinary risk. Shipper shall be liable for any loss or damage to ship or cargo caused by inflammable, explosive or dangerous goods shipped with or without full disclosure of their nature, and such goods may be thrown overboard or destroyed at any time without compensation.

It Is Expressly Agreed that carrier and the master of vessel shall have, and each is hereby given, an option to carry any or all said bulk freight and/or packages on deck, save persons and property, sail without pilot, tow and assist vessels, lighter, surf, trans-ship, land and re-ship any or all of said bulk freight and/or packages; also an option to deviate and for any purpose and in any order or sequence sail to and stop and stay at any and all ports and places whether the same be in or out of any route toward said port of delivery and to there, at any such port or place, stop and deliver and or receive passengers and mails and/or freight for delivery either on her then or other or return voyage; and also an option to carry all or any of said bulk freight and/or packages beyond and/or away

from said port of delivery to any other port or place and thence to said port of delivery.

(Mail Address—Not for purposes of delivery)

Consigned to

Destination

Route

Marks—

Number Packages—

Description of articles as given by shipper—

Subject to correction:

Weight—

Feet—

Advance Charges, \$.....

Prepaid to Apply, \$.....

Said bulk freight and/or packages were Received and are to be held and carried and delivered by Carrier and by each several succeeding carrier, if any, subject to all the stipulations and conditions hereon and on the reverse side hereof and under which freight rates on said bulk freight and/or packages were adjusted and packages were received for transportation and to all of which shipper has agreed and hereby does agree; and every holder hereof shall be held bound thereby whether same be signed or unsigned by the shipper.

..... Shipper

By

Signatures by initials only not accepted; nor printed signatures unless sub-signed with full name of shipper's agent.

Release, Shipper, desiring to receive benefit of the rates provided by Carrier's current tariff that may lawfully apply when merchandise is shipped at a released or declared valuation, hereby stipulates that the goods covered by this bill of lading are each and all of the value of \$.....per..... and that in no event shall Carrier be liable in excess of said last declared value unless it be shown that this Release stipulation is not lawful.

..... Shipper

Duplicate Shipping Order.

(For Agent.)

Sheet 3 [373]

Stipulations and conditions referred to on face hereof and all of which are agreed to by shipper.

1. Carrier shall not be liable for any loss, of, or damage to, any of said merchandise resulting from Acts of God, perils of the sea or other waters, war, enemies, pirates, thieves, robbers, arrest or restraint of princes or rulers or people, acts or takings or claims or restraint of government or municipal or de facto officers, whether acting with or without lawful authority, legal process, attachments, quarantine and sanitary measures, barratry of master or crew, rising of passengers, claims of third parties, detention or accidental delay, riots, strikes, lockouts, stoppages of labor, stoppages in transit or claim of right thereto, fire on board vessel or on wharf or land or pier or in hulks or lighters or warehouses, or collapse of or destruction of, or damage

to, wharf or pier or its coverings, present or future latent defects in, or breakage or fracture of, hull, shaft, propellers, fittings, fixtures, valves, pipes, machinery, boilers or appurtenances or from explosion, bursting of boilers or pipes, collision with vessels or other structures or objects, stranding or wrecks or accidents of navigation; nor if Carrier and/or Charterer and/or Owner shall have exercised due diligence to make the vessel on which said merchandise is shipped in all respects seaworthy and properly manned, equipped and supplied, shall the vessel, Carrier, Owner, Charterers or Agents become, or be held, responsible for any loss or damage that shall result in whole or in part from unseaworthiness of the vessel, whether existing at the time of shipment or at the beginning of the voyage, or on the voyage, fault or error in navigation or management of vessel, or of its engines, boilers, winches, hoisting gear, fittings, fixtures, equipment, ports, hatches, dead lights, valves, cocks, pipes, tanks and their connections, and this whether such fault or error be before or after sailing or be in port or at sea, or from any other causes of what kind soever, ejusdem generis herewith or otherwise. Any omission to exercise such due diligence shall not be presumed, but the same must, if claimed or alleged, be proved by the Shipper or Consignee.

2. Carrier shall not be liable for loss in weight, blowing, drainage, leakage, seepage, breakage, wastage or loss of contents of any package, cask or receptacle; nor for loss or damage by breakage,

drainage, seepage or leakage from any other package, cask or receptacle, change of climate, weather, floods, contagion or moisture received from such or other merchandise, effects of chafing, cutting of packages or contents, use of hooks, pressure, heat, whether internal or external, steam, ice, cold, frost, freezing weather, sweat, decay, deterioration, putrefication, fermentation, mould, evaporation, rain, water, spray, wetting, dampness, rust, vermin, rats, twisting or bending of metal shipped loose or in bundles; nor for loss or damage resulting from any burning or explosion of cargo, or from inaccuracy or omission of proper marks or description; nor for any loss or damage resulting from the nature of the goods, or incident to the transportation of same, or insufficiency of packages or cases; nor for injury or staining of wrappers, labels, cases or packages or contents of same however caused, or from stowage or contact with or smell or evaporation or taint from other goods, as all vessels carry general cargo and any lawful merchandise; and in no event shall Carrier be liable for loss of, or damage to, any such contents not specified herein, or for loss from package, or damage to merchandise shipped in tierces, casks, crates, sacks, bundles, bales, or which shall consist in whole or in part of glass, crockery, queensware, porcelain, hollowware, pictures, picture frames, stoves or other castings. Each package shall be by shipper legibly marked, and, if not so marked a delivery of full number of packages of like supposed contents, without regard to quantity or actual

contents, shall be a full discharge of Carrier's obligations hereunder, and if any of such packages shall be delayed or go astray, or be elsewhere landed because not properly marked, or contents not properly described, Carrier shall not be liable therefor. Live stock, all perishable property, all live freight and all merchandise packed in second-hand or weak cases, and all cargo carried on deck shall be at all times at owner's risk. Neither fault nor failure nor improper loading nor bad stowage nor improper custody nor want of due care nor improper delivery of merchandise by Carrier shall be presumed, but same must, if alleged, be proved by shipper or consignee.

3. The said packages shall be received by consignee at vessel's tackle immediately on her arrival at said first mentioned place of delivery without regard to weather; if consignee be not on hand to so receive packages as discharged, Carrier may deliver same to any lighterman or wharfinger or other party or person believed by Carrier to be responsible and who will take charge of said packages or the same may be kept on board or be landed on wharf or beach or bank or stored in hulks or put in lighters for the owner and at owner's risk and expense.

4. Advance charges shall be repaid to Carrier whether vessel or merchandise be lost or not lost at any stage of entire transit, and if all freight and charges due Carrier be not paid within thirty days after arrival of vessel at said first mentioned port or place, Carrier may sell said merchandise at either

public or private sale and as agent for and for account of owner apply proceeds in payment of freight and all other charges, and if sum so realized be not sufficient to pay all such charges or make good such deficiency as the case may be; and shipmaster may at any time sell or dispose of perishable property when in his opinion same would become decayed or worthless before it could be delivered as herein provided, and if same be so sold or disposed of full freight thereon and all charges shall be paid by shipper. Prepaid freight shall be considered earned, ship or goods lost or not lost.

5. Carrier shall never be liable for any loss of, or damage to, said merchandise, nor for any damage or loss suffered in connection therewith, unless its neglect or wilful default is shown to have been the sole cause of the same. If Carrier becomes liable for any damage or loss to said merchandise, it shall have the benefit of all insurance on said merchandise, and of any payments made by or on behalf of the insurer thereof whether under the guise of advances, loans or otherwise; and shall also have the benefit of all loans, the amounts of which have been determined by the total amount or part of any loss or damage to said merchandise, made the owner by the insurer thereof, and induced by the existence of insurance upon said merchandise, and which are made repayable only in the event recovery of said loss or damage is had from the Carrier or said vessel. The right to any such insurance, advances or loans may be offset in the amount thereof by Carrier

against a claim or suit for said loss or damage. Carrier shall not be liable for any loss which can be insured against. The person who delivered said merchandise to Carrier was authorized to sign this bill of lading for the shipper.

6. Note Particularly: All claims of shipper or consignee or other party in interest against Carrier or its vessels or the masters thereof for any loss of or damage to or conversion of or misdelivery of or delay in delivery of said packages or any thereof shall be in writing presented to Carrier or its Agent within thirty days from date of notice of any such loss or damage, etc., and arrival of vessel at port or place of delivery, or at any port in distress or earliest newspaper mention of loss or stranding of such vessel on voyage shall each be and fix the date of such notice; and if any such claim be not so presented within said thirty days, such claim shall be and by every court be held to have been released by shipper, owner and consignee and to be abandoned and barred; and no suit on any such claim so presented or to recover for any such loss or damage, etc., shall be maintained unless such claim be so presented and such suit be thereupon commenced and summons, or other process, be served on Carrier, or steamer be attached, within ninety days from and after the day and date that the cause of action therein alleged accrued, and every suit not so commenced within said ninety days shall be and by every court be held to be barred, and all claims and demands against Carrier or steamer alleged by

complaint or libel therein shall be so held to have been released by shipper, owner and consignee, and to be abandoned and barred; provided, that for shipments moving under the jurisdiction of the Federal "Acts to Regulate Commerce" the periods of limitation for the presentation of claims and the commencement of suits as above provided for shall be those prescribed by said Acts; and on such shipments, every such claim not so presented and every suit not commenced within the respective periods prescribed therefor in said Acts shall be and be held by every court to be abandoned and barred.

7. If a release or declared value shall not have been given by the shipper, or, if given, shall not be lawful, claims for loss of or damage to or conversion of any of said goods or packages shall not exceed the market value thereof at the time and port of shipment hereunder and prepaid freight, if any. If a valid and legal released or declared value shall have been given by the shipper, then the shipper agrees that such released or declared value shall not exceed the market value at the time and port of shipment hereunder, and that claims for loss or damage or conversion and liability therefor shall not exceed such released or declared value and prepaid freight if any, nor exceed One Hundred Dollars (\$100.00) for any one package unless a greater value for such package be written herein. Partial damage shall be adjusted pro rata on the basis of such market value.

8. On the happening of any of the contingencies excepted in this bill of lading, or if vessel be disabled, or if navigation be obstructed and/or vessel be prevented from proceeding to destination in the usual course of navigation at customary dispatch, Carrier may forward said merchandise to port of delivery by other conveyances or vessels at option of its shipmaster or officers or agents and shall receive additional compensation for such service when rendered, whether performed by its own vessels or those of strangers; and if salvage services be rendered to shipper or said merchandise by servants of said vessel or other vessels of Carrier, such service shall be as fully paid for as if rendered by strangers.

9. Carrier is not and shall not be required to deliver said packages at port of delivery at any particular time or to meet any particular market or in time for any particular use.

10. Carrier's vessels are not warranted seaworthy save in so far only as exercise of due care by Carrier in the selection of its agents and superintendents and their attention to their duties and their selection and appointment of ship masters and officers and engineers and crew have secured or may secure it.

11. If by quarantine steamer be prevented from discharging said merchandise or any thereof at said place of delivery, Carrier may then discharge same at any port and into any lazaretto or other receptacle therefor and such discharge shall be a

proper, final delivery; all quarantine charges and expenses on said merchandise shall be borne by shipper and be a lien thereon. Carrier shall not be liable for deterioration or damage to cargo caused by fumigation or disinfectant ordered by authorities.

12. If said packages need be lightered at any time or port or place all lighterage services rendered shall be and be deemed to have been rendered by an independent carrier or person; if such services be procured by Carrier they shall be deemed to be and to have been so procured by it acting as agent therefor of shipper, and Carrier's liability as carrier at any port or place where such lighterage be needed shall end immediately vessel be anchored at or near to said port or place. Carrier's liability after steamer be at anchor at or near to said port of delivery shall be that of warehouseman only, and said packages after unhooked from ship's tackles at such anchorage shall be at owner's risk.

13. If vessel be prevented by stress of weather, obstructions to navigation, war, blockage, seizure, restraint, riot, lockout, interdict, disease, fire, disablement of vessel, or any other cause of whatsoever kind from proceeding in the usual course of navigation to the port of delivery, and/or from entering said port on her arrival at or near the same, or from there discharging any or all of said merchandise, or if, in the judgment of master, carrier or agent, it be impracticable to there discharge all or any of said merchandise while the ship be at said port, or for the same to be there safely landed if

discharged, then, first, all merchandise not delivered and/or discharged may be retained on board said vessel and returned to her port of original shipment, or same may, at option of ship's master or agent, and at owner's cost and risk, be conveyed upon such or any vessel to said port of delivery either directly or indirectly or via other port or ports; or second, same may be forwarded to and landed and delivered or stored at any other port at owner's cost and risk and Carrier shall have a lien on said merchandise for all expenses so incurred, provided, however, that if said merchandise or any thereof be so returned to such port of original shipment no additional freight shall be charged, and that delivery or storage of such merchandise at any such other port or on such return to said port of original shipment shall be a final and sufficient delivery. In case any part of the merchandise cannot be found for delivery during vessel's stay at port of discharge, same may be forwarded at Carrier's expense, but no liability shall exist for any loss or damage resulting from delay. In event said goods are destined to a place or port off or beyond the route of the vessel performing the initial carriage hereunder, or if for any reason it is or becomes necessary or proper to land said goods at any port short of destination for transshipment or otherwise, all liability of the carrier shall cease when said goods are so landed, and such carrier is released from all risk of loss or damage thereto thereafter by fire, theft or otherwise.

14. "Carrier" includes owners, stockholders and vessels and masters thereof; "packages" and "merchandise" mean all property mentioned or referred to on face hereof; "shipper" and "owner" mean shipper and all owners of said packages and merchandise and all pledgees thereof other than Carrier; "Owner's risk" and "O. R." mean that shipper has agreed that Carrier shall not be liable for any loss or damage unless it be shown to have entirely resulted from its negligence or willful default.

15. Carrier's liability hereunder shall be several and its liability, excepting that imposed by statute if it be the initial carrier, shall end and its rights dependent on delivery accrue immediately, it has made delivery as above provided, and if freight be prepaid to Carrier beyond said first mentioned place of delivery Carrier shall be shipper's agent for the payment to other carrier of such freight as may be so paid for such carrier's use; and freight of every carrier of said packages by water "other than Alaska Steamship Company" shall, at option of such carrier, be deemed earned when said packages shall be laden on board other carrier's vessel and shall be payable by shipper whether such other carrier's vessel or said packages be thereafter lost or not lost at any stage of the entire transit. No carrier, save as by statute it may be made liable as the initial carrier, shall be liable to shipper or consignee for delay or misdelivery or conversion or loss or damage unless it be shown that the same occurred while said packages were in its possession.

16. The rights and liabilities of all carriers by water shall be determined hereby; if Carrier deliver said packages to other carrier for carriage such delivery shall be made as shipper's agent and not as carrier, and if such delivery be to any carrier by land, shipper agrees to be bound by the stipulation and conditions of such bill of lading as may be in use for such transfer or by such carrier for like transfer or carriage at place of such transfer.

17. Carrier shall have a lien on said property for all fines imposed on it and for all expenses to it resulting from shipper's failure to furnish proper Consular or Custom House papers in due time or resulting from other errors or omissions of shippers; and all such fines and expenses shall be reimbursed to Carrier by consignees before said property shall be delivered to him.

18. State Harbor Tolls at San Francisco shall be paid by shipper, together with all expense of coeprage and repairs of said packages.

[Endorsed]: Filed May 11, 1937. [374]

[Title of District Court and Cause.]

PETITIONER'S OBJECTIONS AND ANSWERS TO THE CLAIM OF THE UNITED STATES OF AMERICA, A SOVEREIGN CORPORATION.

Comes now the Alaska Steamship Company, petitioner herein, and objects to the claim (and each and every part and amount thereof) of United

States of America, a sovereign corporation, filed herein, and demands that said claimant be put upon strict proof thereof, and further objecting to said claim, petitioner admits, denies and alleges as follows:

I.

Answering the first paragraph of said claim, this petitioner admits the same.

II.

Answering the second paragraph of said claim, this petitioner admits the same.

III.

Answering the third paragraph of said claim, this petitioner admits that on or about the 15th day of May, 1935, certain merchandise was delivered to petitioner and shipped and placed on board the SS "Denali" at the Port of Seattle, to be carried by the petitioner on the said steamship to Matlakatla, Alaska, and other ports of destination set out in the said schedules, and to be delivered to the consignee named in the said schedules, in consideration of a certain agreed freight, and in accordance with the valid terms, conditions and stipulations of a certain bill of lading then and there signed and delivered to the shipper named in the [375] said schedules by the duly authorized agents of the petitioner and of the SS "Denali", and denies each and every other allegation in said paragraph contained, and demands strict proof thereof. That a true copy of the form of said bills of lading is attached hereto, marked Exhibit "A" and by this

reference made a part hereof as though fully set forth herein.

IV.

Answering the fourth paragraph of said claim, this petitioner admits that said steamship, having said certain merchandise on board, sailed from the port of Seattle for the port of Matlakatla and other Alaskan ports, and while bound on said reef situated off the southeasterly end of Zayas Island in Caamano Passage, British Columbia, and the cargo then laden on said vessel became and is a total loss, all as set forth and alleged in your petitioner's libel and petition for limitation of liability heretofore filed herein, and petitioner denies each and every other allegation in said paragraph contained, and demands strict proof thereof.

V.

Answering the fifth paragraph of said claim, this petitioner alleges that it has no knowledge or information sufficient to form a belief as to the truth or falsity thereof, and therefore denies the same, and demands strict proof thereof.

VI.

Answering the sixth paragraph of said claim, this petitioner denies the same and demands strict proof thereof.

VII.

Answering the seventh paragraph of said claim, this petitioner denies the validity of the grounds of said claims as asserted therein, or otherwise.

VIII.

Answering the eighth paragraph of said claim, this petitioner alleges that it has no knowledge or information sufficient to form a belief as to the truth or falsity thereof, and therefore denies the same, and demands strict proof thereof.

IX.

Answering the ninth paragraph of said claim, this petitioner denies the same.

X.

Answering the tenth paragraph of said claim, this petitioner alleges that, assuming said claim is valid, lawful and enforceable, no credits exist thereon and no payments have been made on account thereof, but this petitioner denies the validity of said claim as asserted or otherwise.

XI.

Answering the eleventh paragraph of said claim, this petitioner denies the same, and particularly denies that claimant has sustained damages in the amounts stated in the schedules annexed to and incorporated in said claims, or have sustained damages in any other sum or sums whatsoever by reason of any fault, neglect or liability on the part of your petitioner, its officers, agents, employees, or the steamship "Denali".

XII.

Further answering said claims and as a separate defense to each and all of them, this petitioner

hereby realleges the allegations and averments contained in its said libel and petition for limitation of liability herein as though here fully set forth, and further alleges that the bills of lading issued for the shipments referred to in said claim contain, among other things, the following provisions: [377]

“1. Carrier shall not be liable for any loss of, or damage to, any of said merchandise resulting from Acts of God, perils of the sea or other waters, * * * fire on board vessel or on wharf or land or pier * * * or breakage or fracture of, hull, shaft, propellers, fittings, fixtures, valves, pipes, machinery boilers or appurtenances or from explosion, bursting of boilers or pipes, collision with vessels or other structures or objects, stranding or wrecks or accidents of navigation; nor if Carrier and/or Charterer and/or Owner shall have exercised due diligence to make the vessel on which said merchandise is shipped in all respects seaworthy and properly manned, equipped and supplied, shall the vessel, Carrier, Owner, Charterers or Agents become, or be held, responsible for any loss or damage that shall result in whole or in part from unseaworthiness of the vessel, whether existing at the time of shipment or at the beginning of the voyage, or on the voyage, fault or error in navigation or management of vessel, or of its engines, boilers, winches, hoisting gear, fittings, fixtures, equipment, ports, hatches, dead lights, valves,

cocks, pipes, tanks and their connections, and this whether such fault or error be before or after sailing or be in port or at sea, or from any other causes of what kind soever, ejusdem generis herewith or otherwise. Any omission to exercise such due diligence shall not be presumed, but the same must, if claimed or alleged, be proved by the Shipper or Consignee.

“5. Carrier shall never be liable for any loss of, or damage to, said merchandise, nor for any damage or loss suffered in connection therewith, unless its neglect or wilful default is shown to have been the sole cause of the same.

* * *

“10. Carrier’s vessels are not warranted seaworthy save in so far only as exercise of due care by carrier in the selection of its agents and superintendents and their attention to their duties and their selection and appointment of ship masters and officers and engineers and crew have secured or may secure it.”

Due diligence was exercised by petitioner to make the said steamship “Denali” in all respects seaworthy, properly manned, equipped and supplied at the beginning of said voyage, and said vessel was, until after the stranding hereinbefore referred to, in all respects seaworthy, tight, staunch, strong, properly manned, equipped and supplied for the voyage upon which she was then engaged, and her engines, boilers, tackle, apparel and equipment were all in good order and condition and suitable for the

voyage upon which she was then engaged; that any loss or damage sustained [378] by the merchandise referred to in said claims and each of them while laden on board said steamship "Denali" was not caused or contributed to by any fault, neglect or wilful default on the part of this petitioner or on the part of the said vessel, its officers or crew, but was the result of causes excepted in the bills of lading set forth. If it be held or determined that any loss of or damage to said merchandise referred to in said claims was occasioned as a result of negligence of the officers or crew of said steamship "Denali" or any of them or of said vessel, such negligence consisted of faults or errors in the navigation or in the management of said vessel for which petitioner and said vessel are excused from liability under §3 of the Act of Congress of February 13, 1893, known and referred to as the Harter Act.

XIII.

Further answering said claims and as a separate defense to each and all of them, petitioner alleges:

That the bills of lading issued for the shipments referred to in said claims and each of them, contain, among others, the following provisions:

"6. Note Particularly: All claims of shipper or consignee or other party in interest against Carrier or its vessels or the masters thereof for any loss of or damage to or conversion of or misdelivery of or delay in delivery of said packages or any thereof shall be

in writing presented to Carrier or its Agent within thirty days from date of notice of any such loss or damage, etc., and arrival of vessel at port or place of delivery, or at any port in distress or earliest newspaper mention of loss or stranding of such vessel on voyage shall each be and fix the date of such notice; and if any such claim be not so presented within said thirty days, such claim shall be and by every court be held to have been released by shipper, owner and consignee and to be abandoned and barred; and no suit on any such claim so presented or to recover for any such loss or damage, etc., shall be maintained unless such claim be so presented and such suit be thereupon commenced and summons, or other process, be served on Carrier, or steamer be attached, within ninety days from and after the day and date that the cause of action therein alleged accrued, and every suit not so commenced [379] within said ninety days shall be and by every court be held to be barred, and all claims and demands against Carrier or steamer alleged by complaint or libel therein shall be so held to have been released by shipper, owner and consignee, and to be abandoned and barred; provided, that for shipments moving under the jurisdiction of the Federal 'Acts to Regulate Commerce' the periods of limitation for the presentation of claims and the commencement of suits as above provided for shall be those

prescribed by said Acts; and on such shipments every such claim not so presented and every suit not commenced within the respective periods prescribed therefor in said Acts shall be and be held by every court to be abandoned and barred.”

That notice of claim was not made within the time provided, and suit to recover for the alleged damage was not brought within the provided time, and by reason of the premises claimants and each of them are barred from recovering herein.

XIV.

Further answering said claim and as a separate defense thereto, petitioner alleges:

That the bills of lading issued for the shipments referred to in said claim contain, among others, the following provisions:

“5. * * * If carrier becomes liable for any damage or loss to said merchandise, it shall have the benefit of all insurance on said merchandise, and of any payments made by or on behalf of the insurer thereof whether under the guise of advances, loans, or otherwise; and shall also have the benefit of all loans, the amounts of which have been determined by the total amount or part of any loss or damage to said merchandise, made the owner by the insurer thereof, and induced by the existence of insurance upon said merchandise, and which are made repay-

able only in the event recovery of said loss or damage is had from the Carrier or said vessel. The right to any such insurance, advances or loans may be offset in the amount thereof by Carrier against a claim or suit for said loss or damage. Carrier shall not be liable for any loss which can be insured against. The person who delivered said merchandise to Carrier was authorized to sign this bill of lading for the shipper.”

On information and belief, petitioner alleges that said merchandise referred to in the claim herein was fully covered by [380] cargo underwriters and insurance, and full payment of the loss of and damage to said merchandise has been paid by the said cargo underwriters and insurance companies to claimants or the amount thereof advanced by loan or other devise, and petitioner is entitled to the benefit and offset for the full amount thereof.

Wherefore, petitioner prays that said claim, and each and every part and item thereof, be denied and disallowed, and that petitioner may have such other and further relief in the premises as it may be entitled to under the rules and practice of this court sitting in admiralty.

BOGLE, BOGLE & GATES.

Proctors for Petitioner.

United States of America,
Western District of Washington,
County of King—ss.

W. T. Ford, being first duly sworn on oath deposes and says:

That he is the secretary of the Alaska Steamship Company, the within named petitioner; that he makes this verification by its authority and in its behalf; that he has read the foregoing objections and answers to the claim of United States of America, a sovereign corporation, knows the contents thereof, and believes the same to be true.

W. T. FORD.

Subscribed and sworn to before me this 12th day of May, 1937.

[Seal] STANLEY B. LONG,
Notary Public in and for the State of Washington,
residing at Seattle. [381]

EXHIBIT A

[Insignia.]

For use in connection with Straight Bill of Lading.

SHIPPING ORDER

(For Steamer)

Shipping Permit No.....

.....Date, 193.....

Delivered to Alaska Steamship Company, hereinafter called carrier by.....

Pro. No. To be forwarded in whole or in part on Steamer.....

or on such other steamer or steamers as Carrier may employ, the bulk freight and/or packages enumerated hereon in apparent good order, except when otherwise noted—the value, weight, quantity, quality or condition of or contents of said packages not being known to Carrier—the same to be so forwarded with such reasonable dispatch as general business of Carrier will permit, to the port or landing of..... (Here

insert name of Steamer's place of delivery) or so near thereto as safe navigation of such vessel or vessels shall then permit, and there at vessel's tackle and in like condition to be delivered unto below named consignee, or if said consignee be not on hand to so receive same or if said packages be destined beyond said last mentioned port or place, then to any lightermen or wharfinger or to any forwarder or other carrier for and instead of said consignee; and freight at tariff rates (unless otherwise agreed) and all

charges advanced by Carrier and average shall be due and payable on any such delivery, and full freight charges to be so due and payable on all damaged or unsound packages; and to secure payment of such charges said packages are hereby pledged to Carrier. In no event shall Carrier be liable for loss of or damage to any package after it be unhooked from vessel's tackles at above mentioned place of delivery. Carrier shall have all rights and benefits granted to ship owner or Carrier by Sections 2120, 2121, 2131, 2132, 2148 and 2174 Civil Code of California, so far as the same are applicable to the voyage herein contemplated.

If the owner of the vessel on which said packages be laden shall have exercised due diligence to make said vessel in all respects seaworthy, and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from fault or negligence of the pilot, master or crew, in the navigation or management of the vessel, or from latent or other defects, or unseaworthiness of the vessel, whether existing at time of shipment or at the beginning of the voyage but not discoverable by due diligence, the consignees or owners of the cargo shall not be exempted from liability for contribution in General Average, or for any special charges incurred, but with the Shipowner, shall contribute in General Average, and shall pay such special charges, as if such danger, damage or disaster had not resulted from such fault, negligence, latent or other defect or unseaworthiness,

General Average payable according to York-Antwerp Rules, 1890, or York-Antwerp Rules, 1924, or as Carrier may elect.

Carrier shall not be liable for gold, silver, precious stones, metal, jewelry or treasures of any kind, bank notes, securities, silks, furs, laces, pictures, plate, china, glass or statuary unless bills of lading are signed therefor in which their nature and value are expressed and extra freight paid for the assumption of extraordinary risk. Shipper shall be liable for any loss or damage to ship or cargo caused by inflammable, explosive or dangerous goods shipped with or without full disclosure of their nature, and such goods may be thrown overboard or destroyed at any time without compensation.

It Is Expressly Agreed that carrier and the master of vessel shall have, and each is hereby given, an option to carry any or all said bulk freight and or packages on deck, save persons and property, sail without pilot, tow and assist vessels, lighter, surf, trans-ship, land and re-ship any or all of said bulk freight and/or packages; also an option to deviate and for any purpose and in any order or sequence sail to and stop and stay at any and all ports and places whether the same be in or out of any route toward said port of delivery and to there, at any such port or place, stop and deliver and or receive passengers and mails and or freight for delivery either on her then or other or return voyage; and also an option to carry all or any of said bulk freight and/or packages beyond and or away

from said port of delivery to any other port or place and thence to said port of delivery.

(Mail Address—Not for purposes of delivery)

Consigned to

Destination

Route

Marks—

Number Packages—

Description of articles as given by shipper—

Subject to correction:

Weight—

Feet—

Advance Charges, \$.....

Prepaid to Apply, \$.....

Said bulk freight and/or packages were Received and are to be held and carried and delivered by Carrier and by each several succeeding carrier, if any, subject to all the stipulations and conditions hereon and on the reverse side hereof and under which freight rates on said bulk freight and/or packages were adjusted and packages were received for transportation and to all of which shipper has agreed and hereby does agree; and every holder hereof shall be held bound thereby whether same be signed or unsigned by the shipper.

..... Shipper
By

Signatures by initials only not accepted; nor printed signatures unless sub-signed with full name of shipper's agent.

Release, Shipper, desiring to receive benefit of the rates provided by Carrier's current tariff that may lawfully apply when merchandise is shipped at a released or declared valuation, hereby stipulates that the goods covered by this bill of lading are each and all of the value of \$.....per..... and that in no event shall Carrier be liable in excess of said last declared value unless it be shown that this Release stipulation is not lawful.

..... Shipper

Shipping Order.
(For Steamer)

Sheet 2 [382]

Stipulations and conditions referred to on face hereof and all of which are agreed to by shipper.

1. Carrier shall not be liable for any loss, of, or damage to, any of said merchandise resulting from Acts of God, perils of the sea or other waters, war, enemies, pirates, thieves, robbers, arrest or restraint of princes or rulers or people, acts or takings or claims or restraint of government or municipal or de facto officers, whether acting with or without lawful authority, legal process, attachments, quarantine and sanitary measures, barratry of master or crew, rising of passengers, claims of third parties, detention or accidental delay, riots, strikes, lockouts, stoppages of labor, stoppages in transit or claim of right thereto, fire on board vessel or on wharf or land or pier or in hulks or lighters or warehouses, or collapse of or destruction of, or damage

to, wharf or pier or its coverings, present or future latent defects in, or breakage or fracture of, hull, shaft, propellers, fittings, fixtures, valves, pipes, machinery, boilers or appurtenances or from explosion, bursting of boilers or pipes, collision with vessels or other structures or objects, stranding or wrecks or accidents of navigation; nor if Carrier and/or Charterer and/or Owner shall have exercised due diligence to make the vessel on which said merchandise is shipped in all respects seaworthy and properly manned, equipped and supplied, shall the vessel, Carrier, Owner, Charterers or Agents become, or be held, responsible for any loss or damage that shall result in whole or in part from unseaworthiness of the vessel, whether existing at the time of shipment or at the beginning of the voyage, or on the voyage, fault or error in navigation or management of vessel, or of its engines, boilers, winches, hoisting gear, fittings, fixtures, equipment, ports, hatches, dead lights, valves, cocks, pipes, tanks and their connections, and this whether such fault or error be before or after sailing or be in port or at sea, or from any other causes of what kind soever, ejusdem generis herewith or otherwise. Any omission to exercise such due diligence shall not be presumed, but the same must, if claimed or alleged, be proved by the Shipper or Consignee.

2. Carrier shall not be liable for loss in weight, blowing, drainage, leakage, seepage, breakage, wastage or loss of contents of any package, cask or receptacle; nor for loss or damage by breakage,

drainage, seepage or leakage from any other package, cask or receptacle, change of climate, weather, floods, contagion or moisture received from such or other merchandise, effects of chafing, cutting of packages or contents, use of hooks, pressure, heat, whether internal or external, steam, ice, cold, frost, freezing weather, sweat, decay, deterioration, putrefication, fermentation, mould, evaporation, rain, water, spray, wetting, dampness, rust, vermin, rats, twisting or bending of metal shipped loose or in bundles; nor for loss or damage resulting from any burning or explosion of cargo, or from inaccuracy or omission of proper marks or description; nor for any loss or damage resulting from the nature of the goods, or incident to the transportation of same, or insufficiency of packages or cases; nor for injury or staining of wrappers, labels, cases or packages or contents of same however caused, or from stowage or contact with or smell or evaporation or taint from other goods, as all vessels carry general cargo and any lawful merchandise; and in no event shall Carrier be liable for loss of, or damage to, any such contents not specified herein, or for loss from package, or damage to merchandise shipped in tierces, casks, crates, sacks, bundles, bales, or which shall consist in whole or in part of glass, crockery, queensware, porcelain, hollowware, pictures, picture frames, stoves or other castings. Each package shall be by shipper legibly marked, and, if not so marked a delivery of full number of packages of like supposed contents, without regard to quantity or actual

contents, shall be a full discharge of Carrier's obligations hereunder, and if any of such packages shall be delayed or go astray, or be elsewhere landed because not properly marked, or contents not properly described, Carrier shall not be liable therefor. Live stock, all perishable property, all live freight and all merchandise packed in second-hand or weak cases, and all cargo carried on deck shall be at all times at owner's risk. Neither fault nor failure nor improper loading nor bad stowage nor improper custody nor want of due care nor improper delivery of merchandise by Carrier shall be presumed, but same must, if alleged, be proved by shipper or consignee.

3. The said packages shall be received by consignee at vessel's tackle immediately on her arrival at said first mentioned place of delivery without regard to weather; if consignee be not on hand to so receive packages as discharged, Carrier may deliver same to any lighterman or wharfinger or other party or person believed by Carrier to be responsible and who will take charge of said packages or the same may be kept on board or be landed on wharf or beach or bank or stored in hulks or put in lighters for the owner and at owner's risk and expense.

4. Advance charges shall be repaid to Carrier whether vessel or merchandise be lost or not lost at any stage of entire transit, and if all freight and charges due Carrier be not paid within thirty days after arrival of vessel at said first mentioned port or place, Carrier may sell said merchandise at either

public or private sale and as agent for and for account of owner apply proceeds in payment of freight and all other charges, and if sum so realized be not sufficient to pay all such charges or make good such deficiency as the case may be; and shipmaster may at any time sell or dispose of perishable property when in his opinion same would become decayed or worthless before it could be delivered as herein provided, and if same be so sold or disposed of full freight thereon and all charges shall be paid by shipper. Prepaid freight shall be considered earned, ship or goods lost or not lost.

5. Carrier shall never be liable for any loss of, or damage to, said merchandise, nor for any damage or loss suffered in connection therewith, unless its neglect or wilful default is shown to have been the sole cause of the same. If Carrier becomes liable for any damage or loss to said merchandise, it shall have the benefit of all insurance on said merchandise, and of any payments made by or on behalf of the insurer thereof whether under the guise of advances, loans or otherwise; and shall also have the benefit of all loans, the amounts of which have been determined by the total amount or part of any loss or damage to said merchandise, made the owner by the insurer thereof, and induced by the existence of insurance upon said merchandise, and which are made repayable only in the event recovery of said loss or damage is had from the Carrier or said vessel. The right to any such insurance, advances or loans may be offset in the amount thereof by Carrier

against a claim or suit for said loss or damage. Carrier shall not be liable for any loss which can be insured against. The person who delivered said merchandise to Carrier was authorized to sign this bill of lading for the shipper.

6. Note Particularly: All claims of shipper or consignee or other party in interest against Carrier or its vessels or the masters thereof for any loss of or damage to or conversion of or misdelivery of or delay in delivery of said packages or any thereof shall be in writing presented to Carrier or its Agent within thirty days from date of notice of any such loss or damage, etc., and arrival of vessel at port or place of delivery, or at any port in distress or earliest newspaper mention of loss or stranding of such vessel on voyage shall each be and fix the date of such notice; and if any such claim be not so presented within said thirty days, such claim shall be and by every court be held to have been released by shipper, owner and consignee and to be abandoned and barred; and no suit on any such claim so presented or to recover for any such loss or damage, etc., shall be maintained unless such claim be so presented and such suit be thereupon commenced and summons, or other process, be served on Carrier, or steamer be attached, within ninety days from and after the day and date that the cause of action therein alleged accrued, and every suit not so commenced within said ninety days shall be and by every court be held to be barred, and all claims and demands against Carrier or steamer alleged by

complaint or libel therein shall be so held to have been released by shipper, owner and consignee, and to be abandoned and barred; provided, that for shipments moving under the jurisdiction of the Federal "Acts to Regulate Commerce" the periods of limitation for the presentation of claims and the commencement of suits as above provided for shall be those prescribed by said Acts; and on such shipments, every such claim not so presented and every suit not commenced within the respective periods prescribed therefor in said Acts shall be and be held by every court to be abandoned and barred.

7. If a release or declared value shall not have been given by the shipper, or, if given, shall not be lawful, claims for loss of or damage to or conversion of any of said goods or packages shall not exceed the market value thereof at the time and port of shipment hereunder and prepaid freight, if any. If a valid and legal released or declared value shall have been given by the shipper, then the shipper agrees that such released or declared value shall not exceed the market value at the time and port of shipment hereunder, and that claims for loss or damage or conversion and liability therefor shall not exceed such released or declared value and prepaid freight if any, nor exceed One Hundred Dollars (\$100.00) for any one package unless a greater value for such package be written herein. Partial damage shall be adjusted pro rata on the basis of such market value.

8. On the happening of any of the contingencies excepted in this bill of lading, or if vessel be disabled, or if navigation be obstructed and/or vessel be prevented from proceeding to destination in the usual course of navigation at customary dispatch, Carrier may forward said merchandise to port of delivery by other conveyances or vessels at option of its shipmaster or officers or agents and shall receive additional compensation for such service when rendered, whether performed by its own vessels or those of strangers; and if salvage services be rendered to shipper or said merchandise by servants of said vessel or other vessels of Carrier, such service shall be as fully paid for as if rendered by strangers.

9. Carrier is not and shall not be required to deliver said packages at port of delivery at any particular time or to meet any particular market or in time for any particular use.

10. Carrier's vessels are not warranted seaworthy save in so far only as exercise of due care by Carrier in the selection of its agents and superintendents and their attention to their duties and their selection and appointment of ship masters and officers and engineers and crew have secured or may secure it.

11. If by quarantine steamer be prevented from discharging said merchandise or any thereof at said place of delivery, Carrier may then discharge same at any port and into any lazaretto or other receptacle therefor and such discharge shall be a

proper, final delivery; all quarantine charges and expenses on said merchandise shall be borne by shipper and be a lien thereon. Carrier shall not be liable for deterioration or damage to cargo caused by fumigation or disinfectant ordered by authorities.

12. If said packages need be lightered at any time or port or place all lighterage services rendered shall be and be deemed to have been rendered by an independent carrier or person; if such services be procured by Carrier they shall be deemed to be and to have been so procured by it acting as agent thereof of shipper, and Carrier's liability as carrier at any port or place where such lighterage be needed shall end immediately vessel be anchored at or near to said port or place. Carrier's liability after steamer be at anchor at or near to said port of delivery shall be that of warehouseman only, and said packages after unhooked from ship's tackles at such anchorage shall be at owner's risk.

13. If vessel be prevented by stress of weather, obstructions to navigation, war, blockage, seizure, restraint, riot, lockout, interdict, disease, fire, disablement of vessel, or any other cause of whatsoever kind from proceeding in the usual course of navigation to the port of delivery, and/or from entering said port on her arrival at or near the same, or from there discharging any or all of said merchandise, or if, in the judgment of master, carrier or agent, it be impracticable to there discharge all or any of said merchandise while the ship be at said port, or for the same to be there safely landed if

discharged, then, first, all merchandise not delivered and/or discharged may be retained on board said vessel and returned to her port of original shipment, or same may, at option of ship's master or agent, and at owner's cost and risk, be conveyed upon such or any vessel to said port of delivery either directly or indirectly or via other port or ports; or second, same may be forwarded to and landed and delivered or stored at any other port at owner's cost and risk and Carrier shall have a lien on said merchandise for all expenses so incurred, provided, however, that if said merchandise or any thereof be so returned to such port of original shipment no additional freight shall be charged, and that delivery or storage of such merchandise at any such other port or on such return to said port of original shipment shall be a final and sufficient delivery. In case any part of the merchandise cannot be found for delivery during vessel's stay at port of discharge, same may be forwarded at Carrier's expense, but no liability shall exist for any loss or damage resulting from delay. In event said goods are destined to a place or port off or beyond the route of the vessel performing the initial carriage hereunder, or if for any reason it is or becomes necessary or proper to land said goods at any port short of destination for transshipment or otherwise, all liability of the carrier shall cease when said goods are so landed, and such carrier is released from all risk of loss or damage thereto thereafter by fire, theft or otherwise.

14. "Carrier" includes owners, stockholders and vessels and masters thereof; "packages" and "merchandise" mean all property mentioned or referred to on face hereof; "shipper" and "owner" mean shipper and all owners of said packages and merchandise and all pledgees thereof other than Carrier; "Owner's risk" and "O. R." mean that shipper has agreed that Carrier shall not be liable for any loss or damage unless it be shown to have entirely resulted from its negligence or willful default.

15. Carrier's liability hereunder shall be several and its liability, excepting that imposed by statute if it be the initial carrier, shall end and its rights dependent on delivery accrue immediately, it has made delivery as above provided, and if freight be prepaid to Carrier beyond said first mentioned place of delivery Carrier shall be shipper's agent for the payment to other carrier of such freight as may be so paid for such carrier's use; and freight of every carrier of said packages by water "other than Alaska Steamship Company" shall, at option of such carrier, be deemed earned when said packages shall be laden on board other carrier's vessel and shall be payable by shipper whether such other carrier's vessel or said packages be thereafter lost or not lost at any stage of the entire transit. No carrier, save as by statute it may be made liable as the initial carrier, shall be liable to shipper or consignee for delay or misdelivery or conversion or loss

or damage unless it be shown that the same occurred while said packages were in its possession.

16. The rights and liabilities of all carriers by water shall be determined hereby; if Carrier deliver said packages to other carrier for carriage such delivery shall be made as shipper's agent and not as carrier, and if such delivery be to any carrier by land, shipper agrees to be bound by the stipulation and conditions of such bill of lading as may be in use for such transfer or by such carrier for like transfer or carriage at place of such transfer.

17. Carrier shall have a lien on said property for all fines imposed on it and for all expenses to it resulting from shipper's failure to furnish proper Consular or Custom House papers in due time or resulting from other errors or omissions of shippers; and all such fines and expenses shall be reimbursed to Carrier by consignees before said property shall be delivered to him.

18. State Harbor Tolls at San Francisco shall be paid by shipper, together with all expense of coeprage and repairs of said packages. [383]

[Title of District Court and Cause.]

INTERROGATORIES PROPOUNDED BY PETITIONER TO CLAIMANT, UNITED STATES OF AMERICA, A SOVEREIGN CORPORATION.

INTERROGATORIES PROPOUNDED AS A PART OF PETITIONER'S OBJECTIONS AND ANSWERS TO THE CLAIM OF UNITED STATES OF AMERICA, A SOVEREIGN CORPORATION, UNDER OATH, TO-WIT:

Interrogatory No. 1:

Is it claimed that the steamship "Denali" was in any respect unseaworthy at the beginning of the voyage referred to in said claims, and if so, state in what respect or respects.

Interrogatory No. 2:

Is it claimed that the steamship "Denali" was unseaworthy at any time during said voyage and prior to the stranding thereof referred to in said claims, and if so, state in what respect or respects.

Interrogatory No. 3:

Is it claimed that any officer and/or member of the crew of said steamship "Denali" was negligent or guilty of wilful default at the beginning of said voyage or at any time during said voyage, or at the time of and prior to the stranding of said vessel, and if so, state in what respect or respects.

Interrogatory No. 4:

Is it claimed that petitioner, its officers, agents or representatives or any of them failed to exercise due diligence to make said steamship "Denali" in all respects seaworthy, properly manned, equipped and supplied at the beginning of said voyage referred to in said claims, and if so, state in what respects.

Interrogatory No. 5:

State whether or not the merchandise referred to in said claim was insured, and if so, by whom, and whether or not anything has been received by the shipper or consignee thereof [385] or other person from the cargo underwriter and/or insurance carrier of said sums, either as payment of insurance or as advances, loans or otherwise, and if so, designate which and the amount thereof, and to whom paid, and if advances, loans or otherwise, state the terms and conditions thereof, and if in writing, attach a copy.

Interrogatory No. 6:

State whether or not a claim or claims were filed or presented by claimant or on its behalf as provided by paragraph 6 of the bill of lading relative thereto, or otherwise, and if so, state when and to whom said claim or claims were presented, and attach a copy thereof.

BOGLE, BOGLE & GATES,
Proctors for Petitioner.

[Endorsed]: Filed May 12, 1937. [386]

[Title of District Court and Cause.]

CLAIMANTS' MOTION FOR ORDER OF COURT EXTENDING TIME FOR EXCEPTIONS BY CLAIMANTS TO "PETITIONER'S OBJECTIONS AND ANSWERS TO THE CLAIMS OF PACIFIC COAST COAL COMPANY, ET AL.", AND FOR EXCEPTIONS BY CLAIMANTS TO "INTERROGATORIES PROPOUNDED BY PETITIONER TO CLAIMANTS PACIFIC COAST COAL COMPANY, ET AL."

Come now claimants United States of America and Pacific Coast Coal Company, et al., and move the court for an order allowing and extending to all of said claimants time within which to file their exceptions to "Petitioner's Objections and Answers to the Claims of Pacific Coast Coal Company, et al'", and to "Interrogatories Propounded by Petitioner to Claimants Pacific Coast Coal Company, et al'", until thirty days after entry of decree by the above entitled court on petitioner's claim for limitation of liability, or until such earlier date as the above entitled court may fix in its discretion.

This motion is based on the record of the above entitled cause, which shows, to-wit:

That on September 9, 1935, upon motion of petitioner, by order of this court, A. C. Bowman was appointed as Commissioner in this cause, with whom all claims were to be filed, and to whom all proofs thereon were to be presented;

That thereafter, within the time allowed by law and [387] the orders of this court, claimants filed their claims with said Commissioner; and also claimants, in like time, filed with the Clerk of this court their answers to petition for limitation of liability of petitioner;

That subsequently, on December 16, 1935, upon motion of petitioner, by order of this court, petitioner was allowed "until thirty days after entry of decree on petitioner's claim for limitation of liability within which to file its * * * objections to any claim or claims filed with the Commissioner";

That on April 5, 1937, by order of this court, hearing was set for June 22, 1937 in this cause upon the issues joined by the petitioner of said petition, and by claimants' answers thereto;

That "Petitioner's Objections and Answers to the Claims of Pacific Coast Coal Company, et al", and "Interrogatories Propounded by Petitioner to Claimants Pacific Coast Coal Company, et al" were not served upon claimants until a later date, namely, May 11, 1937.

Dated this 27th day of May, 1937.

BIGHAM, ENGLAR, JONES &
HOUSTON,

HAYDEN, MERRITT, SUM-
MERS & BUCEY,

Proctors for Claimants Pacific Coast Coal
Company, et al.

J. CHARLES DENNIS,
U. S. District Attorney.
FRANK PELLEGRINI,
Assistant U. S. District Attorney,
Proctors for United States of America.

Copy received May 27, 1937.

BOGLE, BOGLE & GATES.

[Endorsed]: Filed May 27, 1937. [388]

[Title of District Court and Cause.]

ORDER FIXING TIME FOR CLAIMANTS' EXCEPTIONS TO "PETITIONER'S OBJECTIONS AND ANSWERS TO THE CLAIMS OF PACIFIC COAST COAL COMPANY, ET AL." AND CLAIMANTS' EXCEPTIONS TO "INTERROGATORIES PROPOUNDED BY PETITIONER TO CLAIMANT'S PACIFIC COAST COAL COMPANY, ET AL."

The above entitled matter having come on for hearing upon claimants' motion for order of court extending time for exceptions by claimants to "Petitioner's Objections and Answers to the Claims of Pacific Coast Coal Company, et al" and for exceptions by claimants to "Interrogatories Propounded by Petitioner to Claimants Pacific Coast Coal Company, et al"; and the court having heard argument and having become fully advised;

Now, therefore, it is hereby ordered that claimants be not allowed until thirty days after entry of decree by the above entitled court on petitioner's claim for limitation of liability, but be, and they hereby are, allowed up to and including June 10th, 1937, within which to prepare, serve and file their said exceptions to "Petitioner's Objections and Answers to the Claims of Pacific Coast Coal Company, et al", and their said exceptions to [389] "Interrogatories Propounded by Petitioner to Claimants Pacific Coast Coal Company, et al".

Done in open court this 1st day of June, 1937.

JOHN C. BOWEN

U. S. District Judge

All said claimants hereby except to the foregoing Order in so far as the same denies to claimants time subsequent to entry of decree by the above entitled court on petitioner's claim for limitation of liability within which to file claimants' said exceptions.

BIGHAM, ENGLAR, JONES &
HOUSTON

HAYDEN, MERRITT, SUMMERS &
BUCEY

Proctors for Claimants Pacific
Coast Coal Company, et al.

J. CHAS. DENNIS

United States Attorney

FRANK A. PELLEGRINI

Assistant United States Attorney

Proctors for Claimant

United States of America

Above exception allowed.

JOHN C. BOWEN

U. S. District Judge

Presented by:

J. PAUL COIE

Of Proctors for Claimants

Approved by:

BOGLE, BOGLE & GATES

Proctors for Petitioner

[Endorsed]: Filed Jun. 1, 1937. [390]

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[Title of District Court and Cause.]

EXCEPTIONS AND MOTIONS OF CLAIMANTS PACIFIC COAST COAL COMPANY ET AL, TO "INTERROGATORIES PROPOUNDED AS A PART OF PETITIONER'S OBJECTIONS AND ANSWERS TO THE CLAIMS OF PACIFIC COAST COAL COMPANY, ET AL, TO BE ANSWERED BY SAID CLAIMANTS, AND EACH OF THEM, UNDER OATH".

Exceptions of claimants Pacific Coast Coal Company, et al, to interrogatories propounded by petitioner as a part of its objections and answers to claims, show:

I.

That Interrogatory No. 1 reads as follows:

“Is it claimed that the steamship ‘Denali’ was in any respect unseaworthy at the beginning of the voyage referred to in said claims, and if so, state in what respect or respects.”

That said interrogatory seeks to enlarge claimants’ amended answer to the petition for exoneration and limitation, which amended answer has heretofore been adjudged sufficient in this cause; that said interrogatory does not seek to elicit any matter of fact; that said interrogatory is a so-called “fishing” interrogatory, to which petitioner is not entitled to an answer; that said interrogatory is irrelevant and incompetent; that it is not propounded timely and in accordance with the applicable admiralty rules and practice;

Wherefore, claimants pray that they be excused from answering said interrogatory, and that the same be stricken. [391]

II.

That Interrogatory No. 2 reads as follows:

“Is it claimed that the steamship ‘Denali’ was unseaworthy at any time during said voyage and prior to the stranding thereof referred to in said claims, and if so, state in what respect or respects.”

That said interrogatory seeks to enlarge claimants’ amended answer to the petition for exoneration and limitation, which amended answer has

heretofore been adjudged sufficient in this cause; that said interrogatory does not seek to elicit any matter of fact; that said interrogatory is a so-called "fishing" interrogatory, to which petitioner is not entitled to an answer; that said interrogatory is irrelevant and incompetent; that it is not propounded timely and in accordance with the applicable admiralty rules and practice;

Wherefore, claimants pray that they be excused from answering said interrogatory, and that the same be stricken.

III.

That Interrogatory No. 3 reads as follows:

"Is it claimed that any officer and/or member of the crew of said steamship 'Denali' was negligent or guilty of wilful default at the beginning of said voyage or at any time during said voyage, or at the time of and prior to the stranding of said vessel, and if so, state in what respect or respects."

That said interrogatory seeks to enlarge claimants' amended answer to the petition for exoneration and limitation, which amended answer has heretofore been adjudged sufficient in this cause; that said interrogatory does not seek to elicit any matter of fact; that said interrogatory is a so-called "fishing" interrogatory, to which petitioner is not entitled to an answer; that said interrogatory is irrelevant and incompetent; that it is not propounded timely and in accordance with the applicable [392] admiralty rules and practice;

Wherefore, claimants pray that they be excused from answering said interrogatory, and that the same be stricken.

IV.

That Interrogatory No. 4 reads as follows:

“Is it claimed that petitioner, its officers, agents or representatives or any of them failed to exercise due diligence to make said steamship ‘Denali’ in all respects seaworthy, properly manned, equipped and supplied at the beginning of said voyage referred to in said claims, and if so, state in what respects.”

That said interrogatory seeks to enlarge claimants’ amended answer to the petition for exoneration and limitation, which amended answer has heretofore been adjudged sufficient in this cause; that said interrogatory does not seek to elicit any matter of fact; that said interrogatory is a so-called “fishing” interrogatory, to which petitioner is not entitled to an answer; that said interrogatory is irrelevant and incompetent; that it is not propounded timely and in accordance with the applicable admiralty rules and practice;

Wherefore, claimants pray that they be excused from answering said interrogatory, and that the same be stricken.

V.

That Interrogatory No. 5 reads as follows:

“State whether or not the merchandise referred to in said claim was insured, and if so, by whom, and whether or not anything has been received by the shipper or consignee thereof or

other person from the cargo underwriter and/or insurance carrier of said sums, either as payment of insurance or as advances, loans or otherwise, and if so, designate which and the amount thereof, and to whom paid, and if advances, loans or otherwise, state the terms and conditions thereof, and if in writing, attach a copy.”

As to Interrogatory No. 5 said claimants move the [393] court for an order extending time in which to make answer thereto.

VI.

That Interrogatory No. 6 reads as follows:

“State whether or not a claim or claims were filed or presented by claimants or on their behalf as provided by paragraph 6 of the bills of lading relative thereto, or otherwise, and if so, state when and to whom said claim or claims were presented, and attach a copy thereof.”

As to Interrogatory No. 6, said claimants move the court for an order extending time in which to make answer thereto.

Dated this 9 day of June, 1937.

BIGHAM, ENGLAR, JONES &
HOUSTON
HAYDEN, MERRITT, SUMMERS &
BUCEY

Proctors for Claimants Pacific
Coast Coal Company, et al.

Copy received Jun. 9, 1937.

BOGLE, BOGLE & GATES

[Endorsed]: Filed Jun. 9, 1937. [394]

[Title of District Court and Cause.]

EXCEPTIONS OF CLAIMANT UNITED STATES OF AMERICA TO PETITIONER'S OBJECTIONS AND ANSWERS TO THE CLAIM OF THE UNITED STATES OF AMERICA.

Exceptions of claimant United States of America to petitioner's objections and answers to the claim of the United States of America, show:

(1) That portion of paragraph III of said objections and answers, constituting the last sentence (reading: "That a true copy of the form of said bills of lading is attached hereto marked Exhibit A and by this reference made a part hereof as though fully set forth herein") is inconsistent with the allegations of petition for exoneration and limitation, and with the issues as settled by orders herein heretofore entered, now the law of this cause;

Wherefore, said claimant prays that such portion of said paragraph III be stricken.

(2) That, although the third paragraph of said claim of claimant United States of America alleges that the cargo "described in the schedules annexed" thereto "was delivered to petitioner and shipped and placed on board the steamship Denali" upon the voyage in question, paragraph III of petitioner's objections and answers avoids definite and unequivocal admission or denial of such allegation;

Wherefore, said claimant prays that petitioner [395] be required to make its said objections and

answers in paragraph III more specific in that regard.

(3) That, although the fourth paragraph of said claim alleges that the steamship "Denali", on or about the 16th day of May, 1935, sailed with "the said merchandise on board", being the cargo "described in the schedules annexed", paragraph IV of petitioner's objections and answers avoids definite and unequivocal admission or denial of such allegation;

Wherefore, said claimant prays that petitioner be required to admit or deny in said paragraph IV whether the "said merchandise", being that "described in the schedules annexed" to said claim, was or was not on board said steamship "Denali" at the time of sailing.

(4) That, although the seventh paragraph of said claim alleges "that the petitioner and the steamship Denali wholly failed to deliver any of the merchandise described in the annexed schedules to the persons entitled to delivery thereof at the said port of destination or elsewhere", paragraph VII of petitioner's objections and answers avoids definite and unequivocal admission or denial of such non-delivery;

Wherefore, said claimant prays that petitioner be required to specifically admit or deny such allegation in the seventh paragraph of said claim.

(5) That, although the eighth paragraph of the claim of claimant United States of America, alleges that "the items of claimant's claim are set forth

in the annexed schedules”, petitioner “alleges that it has no knowledge or information sufficient to form a belief as to the truth or [396] falsity thereof, and, therefore, denies the same”, despite its possession, as the admitted owner and operator of the steamship “Denali”, of copies of bills of lading, manifest, and other records, showing the items of merchandise received by it, and loaded on board said steamship “Denali”;

Wherefore, petitioner, having knowledge of the facts, is not entitled to make denial upon information and belief, but should be required by this court to admit or deny positively and specifically.

(6) That paragraph XII of said objections and answers is inconsistent with the allegations of petition for exoneration and limitation, and with the issues as settled by orders herein heretofore entered, now the law of this cause;

Wherefore, said claimant prays that said paragraph XII of petitioner’s objections and answers be stricken.

(7) That portion of paragraph XII reading “Petitioner hereby re-alleges the allegations and averments contained in its said libel and petition for limitation of liability herein as though here fully set forth” violates the admiralty rules and practice prohibiting the incorporation by one pleading of another by reference; that further such quoted portion of paragraph XII, if allowed, would incorporate into petitioner’s objections and answers to said claim of claimant United States of America,

many allegations, wholly irrelevant, inadmissible and inappropriate by way of objection and answer to said claim as filed with the Commissioner in this cause;

Wherefore, claimant, although still relying upon the foregoing exception number (6), and only in the event of denial thereof by this court, prays that the said quoted [397] portion of paragraph XII of petitioner's objections and answers be stricken.

(8) That portion of said paragraph XII purporting to quote a part of Clause 5 of petitioner's bill of lading reading: "Carrier shall never be liable for any loss of or damage to said merchandise nor for any damage or loss suffered in connection therewith unless its neglect or willful default be shown to have been the sole cause of the same", states no valid legal defense and constitutes no valid objection or answer to said claim, is inconsistent with the allegations of petition for exoneration and limitation, and with the issues as settled by orders herein heretofore entered, now the law of this cause, and is irrelevant, inadmissible and inappropriate.

Wherefore, claimant, although still relying upon the foregoing exception number six (6), and only in the event of denial thereof by this court, prays that such quoted portion of paragraph XII, being a part of bill of lading Clause 5, be stricken.

(9) That portion of said paragraph XII purporting to quote a part of Clause 10 of petitioner's

bill of lading reading: "Carrier's vessels are not warranted seaworthy save in so far as exercise of due care by carrier in the selection of its agents and superintendents, and their attention to their duties and their selection and appointment of ship masters and officers and engineers and crew have secured or may secure it", states no defense valid in law, and constitutes no valid objection or answer to said claim, is inconsistent with the allegations of petition for exoneration and limitation, and with the issues as settled by orders herein heretofore entered, now the law of this cause, and is [398] irrelevant, inadmissible and inappropriate.

Wherefore, claimant, although still relying upon the foregoing exception number six (6), and only in the event of denial thereof by this court, prays that such quoted portion of paragraph XII, being a part of bill of lading Clause 10, be stricken.

Dated this 10th day of June, 1937.

J. CHARLES DENNIS,

United States Attorney.

F. A. PELLEGRINI,

Assistant United States Attorney.

Copy received Jun. 10, 1937.

BOGLE, BOGLE & GATES.

[Endorsed]: Filed Jun. 10, 1937. [399]

[Title of District Court and Cause.]

EXCEPTIONS OF CLAIMANTS PACIFIC
COAST COAL COMPANY, ET AL, TO
“PETITIONER’S OBJECTIONS AND
ANSWERS TO THE CLAIMS OF PACIFIC
COAST COAL COMPANY, ET AL.”

Exceptions of claimants Pacific Coast Coal Company, et al to “Petitioner’s Objections and Answers to the Claims of Pacific Coast Coal Company, et al” show:

(1) That portion of paragraph III of said objections and answers, constituting the last sentence (reading: “That a true copy of the form of said bills of lading is attached hereto marked Exhibit A and by this reference made a part hereof as though fully set forth herein”) is inconsistent with the allegations of petition for exoneration and limitation, and with the issues as settled by orders herein heretofore entered, now the law of this cause;

Wherefore, said claimants pray that such portion of said paragraph III be stricken.

(2) That, although the third paragraph of said claim of claimants Pacific Coast Coal Company et al alleges that the cargo “described in the schedules annexed” thereto “was delivered to petitioner and shipped and placed on board the steamship Denali” upon the voyage in question, paragraph III of petitioner’s objections and answers avoids definite and unequivocal admission [400] or denial of such allegation;

Wherefore, said claimants pray that petitioner be required to make its said objections and answers in paragraph III more specific in that regard.

(3) That, although the fourth paragraph of said claim alleges that the steamship "Denali", on or about the 16th day of May, 1935, sailed with "the said merchandise on board", being the cargo "described in the schedules annexed", paragraph IV of petitioner's objections and answers avoids definite and unequivocal admission or denial of such allegation;

Wherefore, said claimants pray that petitioner be required to admit or deny in said paragraph IV whether the "said merchandise", being that "described in the schedules annexed" to said claim, was or was not on board said steamship "Denali" at the time of sailing.

(4) That, although the seventh paragraph of said claim alleges "that the petitioner and the steamship Denali wholly failed to deliver any of the merchandise described in the annexed schedules to the persons entitled to delivery thereof at the said port of destination or elsewhere", paragraph VII of petitioner's objections and answers avoids definite and unequivocal admission or denial of such non-delivery;

Wherefore, said claimants pray that petitioner be required to specifically admit or deny such allegation in the seventh paragraph of said claim.

(5) That, although the eighth paragraph of the claim of claimants Pacific Coast Coal Company,

et al, alleges that "the items of claimants' claim are set forth in the annexed schedules", petitioner "alleges that it has no knowledge or information sufficient to form a belief as to the truth or falsity thereof, [401] and, therefore, denies the same", despite its possession, as the admitted owner and operator of the steamship "Denali", of copies of bills of lading, manifest, and other records, showing the items of merchandise received by it, and loaded on board said steamship "Denali";

Wherefore, petitioner, having knowledge of the facts, is not entitled to make denial upon information and belief, but should be required by this court to admit or deny positively and specifically.

(6) That paragraph XII of said objections and answers is inconsistent with the allegations of petition for exoneration and limitation, and with the issues as settled by orders herein heretofore entered, now the law of this cause;

Wherefore, said claimants pray that said paragraph XII of petitioner's objections and answers be stricken.

(7) That portion of paragraph XII reading "Petitioner hereby re-alleges the allegations and averments contained in its said libel and petition for limitation of liability herein as though here fully set forth" violates the admiralty rules and practice prohibiting the incorporation by one pleading of another by reference; that further such quoted portion of paragraph XII, if allowed, would incorporate into petitioner's objections and answers

to said claims of claimants Pacific Coast Coal Company, et al, many allegations, wholly irrelevant, inadmissible and inappropriate by way of objection and answer to said claims as filed with the Commissioner in this cause;

Wherefore, claimants, although still relying upon the foregoing exception number (6), and only in the event of denial thereof by this court, pray that the said quoted portion of paragraph XII of petitioner's objections and answers be stricken. [402]

(8) That portion of said paragraph XII purporting to quote a part of Clause 5 of petitioner's bill of lading reading: "Carrier shall never be liable for any loss of or damage to said merchandise nor for any damage or loss suffered in connection therewith unless its neglect or willful default be shown to have been the sole cause of the same", states no valid legal defense and constitutes no valid objection or answer to said claims, is inconsistent with the allegations of petition for exoneration and limitation, and with the issues as settled by orders herein heretofore entered, now the law of this cause, and is irrelevant, inadmissible and inappropriate.

Wherefore, claimants, although still relying upon the foregoing exception number (6), and only in the event of denial thereof by this court, pray that such quoted portion of paragraph XII, being a part of bill of lading Clause 5, be stricken.

(9) That portion of said paragraph XII purporting to quote a part of Clause 10 of petitioner's bill of lading reading: "Carrier's vessels are not

warranted seaworthy save in so far as exercise of due care by carrier in the selection of its agents and superintendents, and their attention to their duties and their selection and appointment of ship masters and officers and engineers and crews have secured or may secure it", states no defense valid in law, and constitutes no valid objection or answer to said claims, is inconsistent with the allegations of petition for exoneration and limitation, and with the issues as settled by orders herein heretofore entered, now the law of this cause, and is irrelevant, inadmissible and inappropriate.

Wherefore, claimants, although still relying upon the foregoing exception number (6), and only in the event of denial thereof by this court, pray that such quoted portion of paragraph [403] XII, being a part of bill of lading Clause 10, be stricken.

Dated this 9 day of June, 1937.

BIGHAM, ENGLAR, JONES &
HOUSTON,
HAYDEN, MERRITT, SUM-
MERS & BUCEY,

Proctors for claimants Pacific Coast
Coal Company, et al.

[Endorsed]: Filed Jun. 9, 1937. [404]

[Title of District Court and Cause.]

EXCEPTIONS AND MOTION OF CLAIMANT
UNITED STATES OF AMERICA TO
INTERROGATORIES PROPOUNDED AS
A PART OF PETITIONER'S OBJEC-
TIONS AND ANSWERS TO THE CLAIM
OF UNITED STATES OF AMERICA, TO
BE ANSWERED BY SAID CLAIMANT
UNDER OATH.

Exceptions of claimant United States of America to interrogatories propounded by petitioner as a part of its objections and answers to claim, show:

I.

That Interrogatory No. 1 reads as follows:

“Is it claimed that the steamship ‘Denali’ was in any respect unseaworthy at the beginning of the voyage referred to in said claim, and if so, state in what respect or respects.”

That said interrogatory seeks to enlarge claimant's amended answer to the petition for exoneration and limitation, which amended answer has heretofore been adjudged sufficient in this cause; that said interrogatory does not seek to elicit any matter of fact; that said interrogatory is a so-called “fishing” interrogatory, to which petitioner is not entitled to an answer; that said interrogatory is irrelevant and incompetent; that it is not propounded timely and in accordance with the applicable admiralty rules and practice;

Wherefore, claimant prays that it be excused from answering said interrogatory, and that the same be stricken. [405]

II.

That Interrogatory No. 2 reads as follows:

“Is it claimed that the steamship ‘Denali’ was unseaworthy at any time during said voyage and prior to the stranding thereof referred to in said claim, and if so, state in what respect or respects.”

That said interrogatory seeks to enlarge claimant’s amended answer to the petition for exoneration and limitation, which amended answer has heretofore been adjudged sufficient in this cause; that said interrogatory does not seek to elicit any matter of fact; that said interrogatory is a so-called “fishing” interrogatory, to which petitioner is not entitled to an answer; that said interrogatory is irrelevant and incompetent; that it is not propounded timely and in accordance with the applicable admiralty rules and practice;

Wherefore, claimant prays that it be excused from answering said interrogatory, and that the same be stricken.

III.

That interrogatory No. 3 reads as follows:

“Is it claimed that any officer and/or member of the crew of said steamship ‘Denali’ was negligent or guilty of wilful default at the beginning of said voyage or at any time during

said voyage, or at the time of and prior to the stranding of said vessel, and if so, state in what respect or respects.”

That said interrogatory seeks to enlarge claimant's amended answer to the petition for exoneration and limitation, which amended answer has heretofore been adjudged sufficient in this cause; that said interrogatory does not seek to elicit any matter of fact; that said interrogatory is a so-called “fishing” interrogatory, to which petitioner is not entitled to answer; that said interrogatory is irrelevant and incompetent; that it is not propounded timely and in accordance with the applicable admiralty rules and practice; [406]

Wherefore, claimant prays that it be excused from answering said interrogatory, and that the same be stricken.

IV.

That Interrogatory No. 4 reads as follows:

“Is it claimed that petitioner, its officers, agents or representatives or any of them failed to exercise due diligence to make said steamship ‘Denali’ in all respects seaworthy, properly manned, equipped and supplied at the beginning of said voyage referred to in said claim, and if so, state in what respects.”

That said interrogatory seeks to enlarge claimant's amended answer to the petition for exoneration and limitation, which amended answer has heretofore been adjudged sufficient in this cause; that

said interrogatory does not seek to elicit any matter of fact; that said interrogatory is a so-called "fishing" interrogatory, to which petitioner is not entitled to an answer; that said interrogatory is irrelevant and incompetent; that it is not propounded timely and in accordance with the applicable admiralty rules and practice;

Wherefore, claimant prays that it be excused from answering said interrogatory, and that the same be stricken.

V.

That Interrogatory No. 5 reads as follows:

"State whether or not the merchandise referred to in said claim was insured, and if so, by whom, and whether or not anything has been received by the shipper or consignee thereof or other person from the cargo underwriter and/or insurance carrier of said sums, either as payment of insurance or as advances, loans or otherwise, and if so, designate which and the amount thereof, and to whom paid, and if advances, loans or otherwise, state the terms and conditions thereof, and if in writing, attach a copy."

As to Interrogatory No. 5, said claimant moves the court for an order extending time in which to make answer [407] thereto.

VI.

That Interrogatory No. 6 reads as follows:

"State whether or not a claim or claims were filed or presented by claimant or on its behalf

as provided by paragraph 6 of the bills of lading relative thereto, or otherwise, and if so, state when and to whom said claim or claims were presented, and attach a copy thereof.”

As to Interrogatory No. 6, said claimant moves the court for an order extending time in which to make answer thereto.

Dated this 10th day of June, 1937.

J. CHARLES DENNIS

United States Attorney

F. A. PELLEGRINI

Assistant United States Attorney.

Copy Received Jun. 10, 1937.

BOGLE, BOGLE & GATES

[Endorsed]: Filed Jun. 10, 1937. [408]

[Title of District Court and Cause.]

ORDER RELATIVE TO EXCEPTIONS OF CLAIMANTS PACIFIC COAST COAL COMPANY ET AL AND THE UNITED STATES OF AMERICA, TO “PETITIONER’S OBJECTIONS AND ANSWERS TO THE CLAIMS OF PACIFIC COAST COAL COMPANY ET AL AND THE UNITED STATES OF AMERICA.

This matter having come on duly and regularly for hearing before the undersigned judge of the

above entitled court, on the 16th day of June, 1937, upon the exceptions of claimants, Pacific Coast Coal Company et al and United States of America to "Petitioner's Objections and Answers to the claims of Pacific Coast Coal Company et al and United States of America, and claimants, Pacific Coast Coal Company et al being represented by Lane Summers, one of their proctors of record, and the claimant, United States of America being represented by J. Chas. Dennis, United States District Attorney and F. A. Pellegrini, Assistant United States District Attorney, its proctors, and petitioner being represented by Messrs. Bogle, Bogle & Gates, Lawrence Bogle and Stanley B. Long, and written briefs having been filed and the court having heard argument and being in the premises fully advised, it is now therefore

Hereby Ordered, Adjudged and Decreed that the Second, Third and Seventh exceptions of claimants Pacific Coast Coal Company et al and United States of America, to petitioner's objections and answers to claims of Pacific Coast Coal Company et al and United [409] States of America, be and the same are hereby sustained.

It is hereby further Ordered, Adjudged and Decreed that the First, Fourth, Fifth, Sixth, Eighth and Ninth exceptions of claimants Pacific Coast Coal Company et al and the United States of America to petitioner's objections and answers to claims of Pacific Coast Coal Company et al and the United States of America, be and the same are hereby overruled.

Done in Open Court this 18th day of June, 1937.

JOHN C. BOWEN

District Judge

All of said claimants hereby except to the foregoing order insofar as the same overrules claimants' exceptions above mentioned.

BIGHAM, ENGLAR, JONES &
HOUSTON

HAYDEN, MERRITT, SUM-
MERS & BUCEY

Proctors for Claimants Paci-
fic Coast Coal Company et al

J. CHAS. DENNIS

United States District At-
torney

F. A. PELLEGRINI

Assistant United States Dis-
trict Attorney

Proctors for Claimant United
States of America.

Above exception allowed:

JOHN C. BOWEN

District Judge. [410]

Petitioner excepts to the foregoing order insofar as the same sustains claimants' said exceptions.

BOGLE, BOGLE & GATES

LAWRENCE BOGLE &

STANLEY B. LONG

Proctors for Petitioner

Petitioner's exception allowed:

JOHN C. BOWEN

District Judge.

Approved as to form:

LANE SUMMERS

F. A. PELLEGRINI

Proctor for Claimants.

Presented by:

STANLEY B. LONG.

[Endorsed]: Filed Jun. 18, 1937. [411]

[Title of District Court and Cause.]

ORDER OVERRULING EXCEPTIONS AND
GRANTING MOTION OF CLAIMANTS
PACIFIC COAST COAL COMPANY ET AL.
AND UNITED STATES OF AMERICA TO
INTERROGATORIES PROPOUNDED AS
A PART OF PETITIONER'S OBJEC-
TIONS AND ANSWERS TO CLAIMS OF
PACIFIC COAST COAL COMPANY ET AL.
AND UNITED STATES OF AMERICA

This matter having come on duly and regularly for hearing before the undersigned Judge of the above entitled Court, on the 17th day of June, 1937, upon the exceptions and motion of claimants Pacific Coast Coal Company et al. and United States of America to "Interrogatories Propounded as a

part of Petitioner's Objections and Answers to the Claims of Pacific Coast Coal Company et al. and the United States of America," and claimants, Pacific Coast Coal Company et al. being represented by Lane Summers, one of their proctors of record, and the claimant, United States of America being represented by J. Chas. Dennis, United States District Attorney, and F. A. Pellegrini, Assistant United States District Attorney, its proctors, and petitioner being represented by Messrs. Bogle, Bogle & Gates, Lawrence Bogle and Stanley B. Long, and written briefs having been filed and the court having heard argument and being in the premises fully advised; it is now, therefore, hereby

Ordered, adjudged and decreed that the exceptions of claimants Pacific Coast Coal Company et al. and the United States [412] of America, to interrogatories propounded to said claimants as a part of petitioner's objections and answers to the claims of Pacific Coast Coal Company et al. and United States of America, be and the same and each of them are hereby overruled, and said claimants and each of them are hereby required to and they shall serve and file their answers under oath to said interrogatories numbered 1, 2, 3 and 4 on or before the 1st day of July, 1937.

It is hereby further ordered, adjudged and decreed that claimants' motion to extend time for answering said interrogatories numbered 5 and 6 be and the same is hereby granted, and claimants are

required to and shall serve and file their answers to said interrogatories numbered 5 and 6 on or before the 1st day of July, 1937.

Done in open court this 21st day of June, 1937.

JOHN C. BOWEN

District Judge

Claimants and each of them except to the foregoing order in so far as the same overrules their exceptions to said interrogatories numbered 1, 2, 3 and 4.

BIGHAM, ENGLAR, JONES &
HOUSTON

HAYDEN, MERRITT, SUMMERS &
BUCEY

Proctors for Claimants, Pacific
Coast Coal Company, et al.

J. CHAS. DENNIS

United States District Attorney

F. A. PELLEGRINI

Assistant United States District Attorney

Proctors for Claimant,
United States of America

Approved as to form:

J. CHARLES DENNIS

F. A. PELLEGRINI

Proctors for Claimant,
United States of America

Above exception allowed:

JOHN C. BOWEN

District Judge

Approved as to form:

BIGHAM, ENGLAR, JONES &
HOUSTON

HAYDEN, MERRITT, SUMMERS &
BUCEY

Proctors for Claimants, Pacific
Coast Coal Company, et al.

Approved:

BOGLE, BOGLE & GATES

Presented by

J. E. HULLIN

[Endorsed]: Filed Jun. 21, 1937. [413]

[Title of District Court and Cause.]

ANSWERS OF CLAIMANTS PACIFIC COAST
COAL COMPANY, ET AL, TO INTER-
ROGATORIES PROPOUNDED BY PETI-
TIONER AS A PART OF ITS OBJEC-
TIONS AND ANSWERS TO CLAIMS

Petitioner, as a part of its objections and answers to claims, having propounded certain interrogatories to claimants, and claimants having filed and presented to the Court exceptions to such interrogatories, and the Court having overruled such exceptions and entered order requiring the answers of claimants thereto, now, therefore, claimant Pa-

cific Coast Coal Company, et al, complying with said order yet reserving their exception to the same, answer said interrogatories under oath as follows:

Answering Interrogatory Number 1:

Without varying or waiving any of the allegations contained in the pleadings and replying, as directed by the Court, to petitioner's special defense to claimant's claim for non-delivery, viz., that petitioner is entitled to exoneration or exemption from liability notwithstanding its failure to deliver to claimants their goods at destination in like good order as when shipped, because petitioner has complied, as alleged in the objection, with the terms of the Act of Congress of February 3, 1893, [414] commonly called the Harter Act, the claimants deny the allegations of said objection and, without relieving the petitioner from the burden of proof to establish its allegations, claimants specifically allege in denial of the allegations of petitioner's said objections as follows:

(A) That due diligence had not been exercised by petitioner to make the Denali in all respects seaworthy and properly manned, equipped and supplied up to the time she sailed from the loading port;

(B) That the Denali was not in fact in all respects seaworthy and properly manned, equipped and supplied at the time she sailed from the loading port;

(C) That the cause of petitioner's failure to deliver the goods was not a cause or exception named

in the third section of the Harter Act, to-wit, an alleged peril of the sea or inevitable accident consisting of the Denali's getting off her course in the dark in reasonably expectable weather and sea conditions and striking a reef from an unknown cause, and without negligence or unseaworthiness contributing thereto.

Further as specifications of their replication and without relieving the petitioner of its burden of proof, and in compliance with the order of Court, the claimant states:

I. That the reef which the Denali struck was shown on all the usual sailing charts, and that its location was known to, or should have been known to the petitioner.

II. That under the circumstances alleged by the petitioner, a vessel which is seaworthy would not under reasonably expectable weather and sea conditions get off her course [415] and strike the charted reef, and that the Denali's doing so and her being in such condition that she could not be navigated properly or held on her course in the dark, constituted a stranding from unseaworthiness or negligence of the petitioner.

III. That such a stranding is not within any of the exceptions or exemptions named in the Harter Act exonerating a shipowner from all liability.

IV. That petitioner is not entitled to limit or restrict the extent of that liability by invoking the Limitation of Liability Act unless petitioner sustains the burden of proof of establishing lack of

privity or knowledge of its managing officers and agents with respect to any and all unseaworthiness and negligence which could have caused the Denali to get off her course and strike the charter reef in ordinary weather and sea conditions simply because an attempt was being made to navigate her during darkness, such unseaworthiness of the Denali or negligence of the petitioner consisting of the following:

(1) Failure to ascertain the condition of the compasses before sailing;

(2) Failure to supply good and safe compasses in efficient and reliable condition, known not to be inconstant or erratic on any heading and to be free from deviations serious in nature or amount;

(3) Failure to make certain before sailing that the deviations or errors of the compasses on all courses (especially expected courses)

(a) were constant on a given heading;

(b) were not serious in amount;

(c) were the same as recorded on the deviation cards posted for use by the navigating officers on the voyage; [416]

(d) were not changed for any reason on unknown headings in unknown amounts;

(e) were known to the navigating officers of the ship;

(4) Failure to cause the compasses before sailing to be examined and adjusted after extended "lay-up" periods;

(5) Failure to cause the Denali to be supplied with accurate deviation cards for each compass corrected up to the sailing date on the voyage and properly posted for use of the navigating officers;

(6) Failure to supply the Denali with all the latest proper sailing charts and aids to navigation;

(7) Failure to supply proper and adequate log books and to require sufficient entries therein;

(8) Failure to supply proper apparatus or means for taking accurate bearings and to require use thereof;

(9) Failure to supply and require the use of proper apparatus and qualified personnel for reading and recording the taffrail log;

(10) Failure to issue proper instructions with respect to maintaining a lookout;

(11) Failure to issue proper instructions relative to assignments and hours of duty;

(12) Failure to supply a proper revolution indicator and counter and to maintain the same in an efficient condition;

(13) Failure to provide a proper steering gear and to maintain the same in an efficient condition;

(14) Failure to have the bridge and engine-room clocks and recording apparatus adjusted and coordinated before sailing; [417]

(15) Failure to issue proper instructions to and require proper practices by the master, pilot, officers and crew;

(16) Issuance of improper orders to and imposing improper restrictions upon the master, pilot, officers and crew;

(17) Issuance of orders requiring, or failure of issuance of orders prohibiting, a route constituting a deviation;

(18) Failure, in preparation for and at the time of sailing, to man the ship with proper number and fully competent and qualified personnel;

(19) Any other additional or different unseaworthiness of the Denali or negligence of the petitioner, appearing after petitioner has disclosed the facts from its records, officers, agents and employees, which are exclusively within petitioner's knowledge and control.

Answering Interrogatory Number 2:

Claimants' answer to Interrogatory Number 2 is fully covered by claimants' answer to Interrogatory Number 1.

Answering Interrogatory Number 3:

Claimants allege and claim that their right of recovery rests upon the failure of the petitioner to deliver claimants' cargo at destination in like good order as when shipped, and that any excuse for such failure must be established by the petitioner through competent proof. As the petitioner

[418] is in exclusive possession of all the evidence concerning the behavior of the personnel of the ship, claimants cannot make specific answer at this time; but when petitioner has made full disclosure claimants, if required by the Court, will answer said interrogatory more fully.

Answering Interrogatory Number 4:

Claimants' answer to Interrogatory Number 4 is fully covered by claimants' answer to Interrogatory Number 1. [419]

Answering Interrogatory Number 5:

As to claim of Pacific Coast Coal Company, et al, (pp. 7-8):

(a) The merchandise listed in Schedules 1 and 2 was insured;

(b) The insurer was Fire Association of Philadelphia;

(c) Payment has not been made;

(d) Loan has been made in the sum of \$1820, under loan receipt, the terms and conditions of which are disclosed by copy thereof, to-wit:

“New York

Received from the Fire Association of Philadelphia, insurance company, the sum of eighteen hundred twenty and no/100 dollars (\$1820.00) as a loan repayable only out of any net recovery the undersigned may make from any vessel, carrier, bailee, or others upon or by reason of any claim for loss of or damage to the property

described below, shipped on board the S.S. Denali or from any insurance effected by any carrier, bailee or others on said property, and as security for such repayment, we hereby pledge to the said Insurance Company all such claims and any recovery thereon.

In further consideration of the said advance, we hereby guarantee that we are the persons entitled to enforce the terms of the contract of transportation set forth in the bills of lading covering the said property: and we hereby appoint the officers of the said Insurance Company and their successors, severally, our agents and attorneys in fact, with irrevocable power to collect any such claim and to begin, prosecute, compromise or withdraw, in our name, but at the expense of the said Insurance Company, any and all legal proceeding which they may deem necessary to enforce such claim or claims; and to execute in our name any documents which may be necessary to carry into effect the purposes of this agreement.

PACIFIC COAST COAL CO.

H. M. WATKINS

Treasurer

Description of property:

141.24 tons Utah Coal

2000 (8 bales) Grain Bags" [420]

As to claim of Geo. Hogg & Co., et al, and of Blue Island Packing Co., et al, (pp. 9-16):

(a) Said merchandise listed in Schedules 1, 2 and 3 of claim of Geo. Hogg & Co., et al, and listed in Schedule 1 of claim of Blue Island Packing Co., et al, was insured;

(b) The insurer was Fire Association of Philadelphia;

(c) Payment has not been made;

(d) Loan has been made in the sum of \$7192.08, under loan receipt, the terms and conditions of which are disclosed by copy thereof, to-wit:

“June 7, 1935

Received from the Fire Ass'n of Philadelphia Insurance Company the sum of Seven Thousand One Hundred Ninety Two and 08/100 Dollars (\$7192.08) as a loan repayable only out of any net recovery the undersigned may make from any vessel, carrier, bailee, or others upon or by reason of any claim for loss of or damage to the property described below, shipped on board the S.S. Denali or from any insurance effected by any carrier, bailee or others on said property, and as security for such repayment, we hereby pledge to the said Insurance Company all such claims and any recovery thereon.

In further consideration of the said advance, we hereby guarantee that we are the persons entitled to enforce the terms of the contract of transportation set forth in the bills of lading covering the said property: and we hereby ap-

point the officers of the said Insurance Company and their successors, severally, our agents and attorneys in fact, with irrevocable power to collect any such claim and to begin, prosecute, compromise or withdraw, in our name, but at the expense of the said Insurance Company, any and all legal proceeding which they may deem necessary to enforce such claim or claims; and to execute in our name any documents which may be necessary to carry into effect the purposes of this agreement.

JAMES FARRELL & COMPANY

Per ARTHUR T. LEE

As Agents for Geo. Hogg and Co.

Description of property,
machinery and hardware" [421]

As to claim of Annette Island Canning Co., et al,
(pp. 17-23):

(a) Said merchandise listed in Schedules 1, 2, 3, 4, 5, 6 and 7 of claim of Annette Island Canning Co. et al, was insured;

(b) The insurer was Fire Association of Philadelphia;

(c) Payment has not been made;

(d) Loan has been made in the sum of \$31,401.18, under loan receipt, the terms and conditions of which are disclosed by copy thereof, to-wit:

“Seattle,

Received from the Fire Association of Philadelphia Insurance Company the sum of Thirty-

one thousand four hundred one and 18/100 Dollars (\$31,401.18) as a loan repayable only out of any net recovery the undersigned may make from any vessel, carrier, bailee, or others upon or by reason of any claim for loss of or damage to the property described below, shipped on board the S.S. Denali or from any insurance effected by any carrier, bailee or others on said property, and as security for such repayment, we hereby pledge to the said Insurance Company all such claims and any recovery thereon.

In further consideration of the said advance, we hereby guarantee that we are the persons entitled to enforce the terms of the contract of transportation set forth in the bills of lading covering the said property: and we hereby appoint the officers of the said Insurance Company and their successors, severally, our agents and attorneys in fact, with irrevocable power to collect any such claim and to begin, prosecute, compromise or withdraw, in our name, but at the expense of the said Insurance Company, any and all legal proceeding which they may deem necessary to enforce such claim or claims; and to execute in our name any documents which may be necessary to carry into effect the purposes of this agreement.

ANNETTE ISLAND CANNING CO.,

By W. A. PRIES,

President.

Description of Property.
Cannery Supplies" [422]

As to claim of Kadiak Fisheries Co., et al (pp. 24-27):

(a) Said merchandise listed in Schedules 1, 2, 3 and 4 of claim of Kadiak Fisheries Co., et al, was insured;

(b) The insurer was Westchester Fire Insurance Company;

(c) Payment has not been made;

(d) Loan has been made in the sum of \$67,011.55, under loan receipt, the terms and conditions of which are disclosed by copy thereof, to-wit:

“Seattle, July, 1935.

Received from the Westchester Fire Insurance Company the sum of Sixty seven thousand eleven 55/100 Dollars (\$67011.55) as a loan repayable only out of any net recovery the undersigned may make from any vessel, carrier, bailee, or others upon or by reason of any claim for loss of or damage to the property described below, shipped on board the S.S. Denali or from any insurance effected by any carrier, bailee or others on said property, and as security for such repayment, we hereby pledge to the said Insurance Company all such claims and any recovery thereon.

In further consideration of the said advance, we hereby guarantee that we are the persons entitled to enforce the terms of the contract of transportation set forth in the bills of lading covering the said property: and we hereby ap-

point the officers of the said Insurance Company and their successors, severally, our agents and attorneys in fact, with irrevocable power to collect any such claim and to begin, prosecute, compromise or withdraw, in our name, but at the expense of the said Insurance Company, any and all legal proceeding which they may deem necessary to enforce such claim or claims; and to execute in our name any documents which may be necessary to carry into effect the purposes of this agreement.

KADIAK FISHERIES CO.

D. S. WURTENBERG.

Description of Property
'Cannery Supplies.' [423]

As to the claim of Chugach Goldmines, Inc., et al (p. 28):

(a) Said merchandise listed in Schedule 1 of said claim was insured;

(b) The insurer was Fireman's Fund Insurance Company;

(c) Payment has been made by the insurer in the sum of \$505.10, under the terms and conditions of receipt disclosed by copy thereof, to-wit:

“Marine Department
Fireman’s Fund Insurance Company
Frank G. Taylor, Manager
Colman Building, Seattle, Wash.
(Subrogation and Assignment Receipt)

In consideration of the payment to us by the Fireman’s Fund Insurance Company of the sum of Five Hundred Five and 10/100ths Dollars, the receipt of which is hereby acknowledged, in full settlement of our claim for total on the interest described below and insured under its policy No. 636198 per SS. Denali from Seattle to Valdez, we hereby assign to aforesaid Fireman’s Fund Insurance Company all our right, title and interest, in and to the undermentioned interest, whether on account of salvage therefrom, or on any other account whatever, as well as any claim which may be payable to or recoverable by us in respect thereto, and we authorize it to use our name in any action or proceeding it may be advised to bring with respect to any of the above mentioned matters, and we undertake ourselves to do or concur in any matters or proceedings which the said insurance company may deem expedient or necessary in any such action or proceedings, and generally to assist therein by all means in our power. We further undertake, if called upon by the Fireman’s Fund Insurance Company so to do, ourselves to undertake any such action or proceedings as it may direct

on its behalf; it being understood that the said insurance company is to indemnify us against any costs charges or expenses to be incurred in respect of any proceedings taken by virtue of this agreement.

Signed in duplicate at Seattle, Wn. this 28 day of May, 1935.

CHUGACH GOLDMINES INC.

By L. A. LEVENSALER,

Pres't.

Description of interest referred to above:

60 cs Dynamite

1 " Blasting Caps

2 " Safety Fuse" [424]

As to the claim of Gilson Mercantile Co., et al, (p. 29):

(a) Said merchandise listed in Schedule 1 of said claim was insured;

(b) The insurer was Fireman's Fund Insurance Company;

(c) Payment has been made by the insurer in the sum of \$417.91, under the terms and conditions of receipt disclosed by copy thereof, to-wit:

"Marine Department

Fireman's Fund Insurance Company

Frank G. Taylor, Manager

Colman Building, Seattle, Wash.

(Subrogation and Assignment Receipt)

In consideration of the payment to us by the Fireman's Fund Insurance Company of the

sum of Four Hundred Seventeen and 91/100ths Dollars, the receipt of which is hereby acknowledged, in full settlement of our claim for total loss on the interest described below and insured under its policy No. 52180/1417 per SS Denali from Seattle to Valdez, we hereby assign to aforesaid Fireman's Fund Insurance Company all our right, title and interest, in and to the undermentioned interest, whether on account of salvage therefrom, or on any other account whatever, as well as any claim which may be payable to or recoverable by us in respect thereto, and we authorize it to use our name in any action or proceeding it may be advised to bring with respect to any of the above mentioned matters, and we undertake ourselves to do or concur in any matters or proceedings which the said insurance company may deem expedient or necessary in any such action or proceedings, and generally to assist therein by all means in our power. We further undertake, if called upon by the Fireman's Fund Insurance Company so to do, ourselves to undertake any such action or proceedings as it may direct on its behalf; it being understood that the said insurance company is to indemnify us against any costs charges, or expenses to be incurred in respect of any proceedings taken by virtue of this agreement.

Signed in duplicate at Valdez, Alaska, this
 day of June, 1935.

GILSON MERCANTILE CO.

J. W. GILSON,

Propr.

Description of interest referred to above:

40 cs dynamite

4 cs safety fuse" [425]

As to the claim of Northern Commercial Com-
 pany, et al, (p. 30):

(a) Said merchandise listed in Schedule 1 of
 said claim was insured;

(b) The insurer was Fireman's Fund Insurance
 Company;

(c) Payment has been made by the insurer in
 the sum of \$3740.00, under the terms and conditions
 of receipt disclosed by copy thereof, to-wit:

“Marine Department

Fireman's Fund Insurance Company

Frank G. Taylor, Manager

Colman Building, Seattle, Wash.

(Subrogation and Assignment Receipt)

In consideration of the payment to us by the
 Fireman's Fund Insurance Company of the
 sum of Three Thousand Seven Hundred Forty
 and 00/100 Dollars, the receipt of which is
 hereby acknowledged, in full settlement of our
 claim for total loss on the interest described
 below and insured under its policy No.
 50751/2920 per SS Denali from Seattle, Wn. to

Fairbanks, Alaska via Seward, we hereby assign to aforesaid Fireman's Fund Insurance Company all our right, title and interest, in and to the undermentioned interest, whether on account of salvage therefrom, or on any other account whatever, as well as any claim which may be payable to or recoverable by us in respect thereto, and we authorize it to use our name in any action or proceeding it may be advised to bring with respect to any of the above mentioned matters, and we undertake ourselves to do or concur in any matters or proceedings which the said insurance company may deem expedient or necessary in any such action or proceedings, and generally to assist therein by all means in our power. We further undertake, if called upon by the Fireman's Fund Insurance Company so to do, ourselves to undertake any such action or proceedings as it may direct on its behalf; it being understood that the said insurance company is to indemnify us against any costs charges, or expenses to be incurred in respect of any proceedings taken by virtue of this agreement.

Signed in duplicate at Seattle, Wash. this 6th day of June, 1935.

NORTHERN COMMERCIAL
COMPANY

By VALERY RICHMOND, JR.,
Vice President.

Description of interest referred to above:

531 cs. Dynamite and powder and caps."

As to the claim of Standard Oil Company of California, et al, (pp. 31-34):

(a) Said merchandise listed in Schedules 1, 2, 3 and 4 of said claim was insured;

(b) The insurer was Fireman's Fund Insurance Company;

(c) Payment has been made by the insurer in the sum of \$1777.76, under the terms and conditions of receipt, disclosed by copy thereof, to-wit:

"Marine Department
Fireman's Fund Insurance Company
San Francisco

(Subrogation and Assignment Receipt)

In consideration of the payment to us by the Fireman's Fund Insurance Company of the sum of One Thousand Seven Hundred Seventy Seven and 76/100 Dollars, the receipt of which is hereby acknowledged, in full settlement of our claim for total loss on the interest described below and insured under its Policy No..... per SS Denali from Seattle to Seward and Fairbanks, we hereby assign to aforesaid Fireman's Fund Insurance Company all our right, title and interest, in and to the undermentioned interest, whether on account of salvage therefrom, or on any other account whatever, as well as any claim which may be payable to or recoverable by us in respect thereto, and we authorize it to use our name in any action or proceeding it may be advised to bring with

respect to any of the above mentioned matters, and we undertake ourselves to do or concur in any matters or proceedings which the said insurance company may deem expedient or necessary in any such action or proceedings, and generally to assist therein by all means in our power. We further undertake, if called upon by the Fireman's Fund Insurance Company so to do, ourselves to undertake any such action or proceedings as it may direct on its behalf; it being understood that the said insurance company is to indemnify us against any costs, charges, or expenses to be incurred in respect of any proceedings taken by virtue of this agreement.

Signed in duplicate at San Francisco, Calif.,
this 7th day of June, 1935.

STANDARD OIL COMPANY
OF CALIFORNIA
R. W. SLINGLELAND
Traffic Manager.

Description of Interest Referred to above:

Bbbls. Solid asphalt

Steel frames—angles, belts, etc.

1—10½' x 30' Steel tank and parts

1—10½' x 30' Steel tank and parts." [427]

As to claim of Pioneer Sea Foods Company, et al (p. 35):

(a) Said merchandise listed in Schedule 1 of claim of Pioneer Sea Foods Company, et al, was insured;

(b) The insurer was Boston Insurance Company;

(c) Payment has not been made;

(d) Loan has been made in the sum of \$15,-257.77, under loan receipt, the terms and conditions of which are disclosed by copy thereof, to-wit:

“Boston, Mass.,, 19.....

“Received from the Boston Insurance Company the sum of Fifteen Thousand Two Hundred Fifty-Seven and 77/100 Dollars (\$15,-257.77) as a loan repayable only out of any net recovery the undersigned may make from any vessel, carrier, bailee or others upon or by reason of any claim for loss of or damage to the property described below, shipped on board the S.S. Denali or from any insurance effected by any carrier, bailee or others on said property, and as security for such repayment, we hereby pledge to the said Boston Insurance Company all such claims and any recovery thereon.

In further consideration of the said advance, we hereby guarantee that we are the persons entitled to enforce the terms of the contract of transportation set forth in the bills of lading covering the said property; and we hereby appoint the officers of the said Boston Insur-

ance Company and their successors, severally, our agents and attorneys in fact, with irrevocable power to collect any such claim and to begin, prosecute, compromise or withdraw, in our name, but at the expense of the said Boston Insurance Company, any and all legal proceeding which they may deem necessary to enforce such claim or claims, and to execute in our name any documents which may be necessary to carry into effect the purposes of this agreement.

Description of Property.

Shipped under Bill of Lading No.
dated at Seattle, Wash. 5/14, 1935 for shipment from Seattle, Washington to Cordova, Alaska, the same reported a Total Loss as a result of the vessel stranding Zayas Island, May 19, 1935.

2000 Wd Cs #1 Tall Pl Coll Cans.

600 Wd Cs #1 Tall 19 OE Ends.

PIONEER SEA FOODS COMPANY

JAS. W. PARKS,

Pres.

\$15,257.77." [428]

As to claim of San Juan Fishing & Packing Co., et al (pp. 36-42):

(a) Said merchandise listed in Schedules 1, 2, 3, 4, 5, 6 and 7 of claim of San Juan Fishing & Packing Co. et al, was insured;

(b) The insurer was Eagle, Star & British Dominions Insurance Company, Limited;

(c) Payment has not been made;

(d) Loan has been made in the sum of \$58,943.00, under loan receipt, the terms and conditions of which are disclosed by copy thereof, to-wit:

“Borrowed and received from Eagle, Star & British Dominions Insurance Company, Limited, the sum of Fifty-Eight Thousand Nine Hundred Forty Three & No/100 Dollars (\$58943.00) as a loan, without interest, repayable out of any net recovery the undersigned may make from any person or persons, corporation or corporations, government or governments, upon or by reason of any claim for loss of or damage to or expense incurred in connection with the property described below, or any net recovery the undersigned may make from, upon or by reason of any insurance effected by the undersigned or by any person or persons, corporation or corporations, government or governments, on said property and as security for such repayment the undersigned hereby pledges to the said Eagle, Star & British Dominions Insurance Company, Limited, the said recovery and all claims thereunder, and herewith delivers or agrees to deliver, duly endorsed, the Bills of Lading or Receipts, or other documents of title to said property.

In further consideration of the said advance, the undersigned hereby guarantees that it is entitled to enforce all rights under the documents aforesaid covering said property; and

hereby appoints the officers or designee of the said Eagle, Star & British Dominions Insurance Company, Limited, their successors, severally, its agents and attorneys-in-fact, with irrevocable power to collect any such claim or claims and to enter and prosecute in its name, compromise or withdraw any and all legal proceedings which they may deem necessary to enforce such claim or claims against any person or persons, corporation or corporations, [429] government or governments; and to execute in its name any documents which may be necessary to carry into effect the purposes of this agreement; and to indorse and collect any check, bill of exchange, or other instrument received in settlement or compromise of any claim or legal proceeding. The undersigned further agrees that the above shall be under the exclusive direction and control of the said Eagle, Star & British Dominions Ins. Co. Ltd. or their attorneys or designee, any costs or expenses hereunder, however, being for the sole account of the said Eagle, Star & British Dominions Insurance Company, Ltd.

The undersigned further agree upon request of said Eagle, Star & British Dominions Ins. Co. Ltd. to execute an assignment to the requested designee of all right and title in and to said property, and to any and all claims and causes of action heretofore described.

The undersigned also agree to refund the above sum should the said property be finally tendered or delivered to the consignee or person entitled to receive the same.

**SAN JUAN FISHING & PACK-
ING CO.**

By: H. J. TILLMAN,
Treas.

**PERILS STRAITS PACKING
CO.**

By H. J. TILLMAN

Description of Property.

Shipped by Various at Seattle, Washington
On S.S. "Denali" consigned to San Juan Fish-
ing & Packing Co.

Date Shipped about May 17, 1935

Property Containers, cans, salt, barrels, etc.

Marks and Numbers of Packages 13,807 bundles
or packages.

State of Washington

County of King—ss.

On this 3rd day of July, 1935, before me personally appeared H. J. Tillman, to me known, who, being by me duly sworn, did depose and say that he resides in Seattle, Wash.; that he is the Treasurer of San Juan Fishing & Pkg. Co. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal

affixed to said instrument is such corporate seal, and that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

State of Washington
County of King—ss.

On the 3rd day of July in the year one thousand nine hundred and 35 before me personally came H. J. Tillman to me known, and known to me to be the individual [430] described in and who executed the foregoing instrument, and duly acknowledged to me that he had executed the same.

[Seal] H. P. FORD

Notary Public in and for the State of Washington residing at Seattle. [431]

As to claim of The Nakat Packing Corporation, et al, (pp. 43-55):

(a) Said merchandise listed in Schedules 1 to 13, both inclusive, of claim of The Nakat Packing Corporation, et al, was insured;

(b) The insurer was Eagle, Star & British Dominions Insurance Company, Limited;

(c) Payment has not been made;

(d) Loan has been made in the sum of \$53,-790.80, under loan receipt, the terms and conditions of which are disclosed by copy thereof. to-wit:

“Borrowed and Received from Eagle Star & British Dominions Ins. Co. Ltd. the sum of Fifty three thousand seven hundred ninety and 80/100 Dollars (\$53,790.80) as a loan, without interest, repayable out of any net recovery the undersigned may make from any person or persons, corporation or corporations, government or governments, upon or by reason of any claim for loss of or damage to or expense incurred in connection with the property described below, or any net recovery the undersigned may make from, upon or by reason of any insurance effected by the undersigned or by any person or persons, corporation or corporations, government or governments, on said property and as security for such repayment the undersigned hereby pledges to the said Eagle Star & British Dominions Ins. Co. Ltd. the said recovery and all claims thereunder, and herewith delivers or agrees to deliver, duly endorsed, the Bills of Lading or Receipts, or other documents of title to said property.

In further consideration of the said advance, the undersigned hereby guarantees that it is entitled to enforce all rights under the documents aforesaid covering said property; and hereby appoints the officers or designee of the said Eagle Star & British Dominions Ins. Co. Ltd., their successors, severally, its agents and attorneys-in-fact, with irrevocable power to collect any such claim or claims and to enter

and prosecute in its name, compromise or withdraw any and all legal proceedings which they may deem necessary to enforce such claim or claims against any person or persons, corporation or corporations, government or governments; and to execute in its name any documents which may be necessary to carry into effect the purposes of this agreement; and to indorse and collect any check, bill of exchange, or other instrument received in settlement or compromise of any claim or legal proceeding. The undersigned further agrees that the above shall be under the exclusive direction and control of the [432] said Eagle Star & British Dominions Ins. Co. Ltd. or their attorneys or designee, any costs or expenses hereunder, however, being for the sole account of the said Eagle Star & British Dominions Ins. Co. Ltd.

The undersigned further agree upon request of said Eagle Star & British Dominions Ins. Co. Ltd. to execute an assignment to the requested designee of all right and title in and to said property, and to any and all claims and causes of action heretofore described.

The undersigned also agree to refund the above sum should the said property be finally tendered or delivered to the consignee or person entitled to receive the same.

[Seal]

THE NAKAT PACKING
CORPORATION

By J. B. BRECKINRIDGE,
Assistant Secretary.

Description of Property

Assured

Nakat Packing Corporation

On SS Denali Consigned to.....

Date shipped May, 1935

Property cannery supplies

Marks and numbers of packages.....

State of New York,

County of New York—ss.

On this 27th day of June, 1935, before me personally appeared J. B. Breckinridge to me known, who, being by me duly sworn, did depose and say that he resides in New York, N. Y. that he is the Assistant Secretary of The Nakat Packing Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, and that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

[Seal]

R. J. SCHULZE,

Notary Public, Westchester Co. Certificate filed in
N. Y. Co. 1015 Register N. Y. Co. No. 7S581.

[433]

As to claim of The Fidalgo Island Packing Co., et al, (pp. 56-60):

(a) Said merchandise listed in Schedules 1 to 5, both inclusive, of claim of The Fidalgo Island Packing Co., et al, was insured;

(b) The insurer was North British & Mercantile Insurance Company, Limited;

(c) Payment has not been made;

(d) Loan has been made in the sum of \$45,753.00, under loan receipt, the terms and conditions of which are disclosed by copy thereof, to-wit:

“Received from The North British & Mercantile Ins. Co., Limited, the sum of Forty Five Thousand Seven Hundred Fifty Three and 00/100 Dollars, as a loan, not a payment of any claim, pending the ascertainment whether the loss described below is a loss for which any carrier, bailee or other person is responsible; and we hereby agree to repay this loan to the extent of any net recovery made from, or from any insurance effected by, any such carrier, bailee or other person, and as security for such repayment we hereby pledge to said insurance company all such claims and any recovery thereon.

We hereby appoint the Bell-Irving Insurance Agencies, Ltd. agents of said insurance company and their successors, severally, our agents and attorneys in fact, with irrevocable power to collect any such claim and to begin, prosecute, compromise or withdraw in our name, or in the name of the insurance company, but at the expense of the insurance company, any and all legal proceedings deemed necessary by the insurance company to enforce such claim or claims, and to execute in our name any documents, including receipts and releases, which

may be necessary or convenient to carry into effect the purposes of this agreement.

Signed in triplicate at Vancouver, B. C. this 19th day of June, 1935.

THE FIDALGO ISLAND PACKING CO.
R. BELL-IRVING,
President.

Description of Interest Referred to above:
Amount \$45,753.—5 bills of lading dated May 13, 1935. Vessel S.S. Denali Voyage Seattle to Alaska Ports. Accident May 19, 1935—Stranded on Zayas Island, subsequently becoming a total loss. [434]

Description of Interest	Shipped by	Destination
6000 Fiber Cases ½ Fat Ala OT Cans	American Can Co.	Ketchikan
288 Wood cases ½ Flat Ala OE Ends	“ “	“
240 125 lb. sacks Arden Salt	Arden Salt Co.	“
5334 Fiber Cases #1 Tall PL Coll. Cans	American Can Co.	Port Graham
1601 Wood Cases #1 Tall 19 OE Ends	“ “	“
400 125 lbs. sacks Arden Salt	Arden Salt Co.	“
1204 Bundles (18,060 cases) #48-1 Tall	Longview Fibre Co.	“
687 Bundles (10,300 cases) #48-1 Tall	“ “	“

[435]

As to the claim of Chatham Strait Fish Co., et al, (p. 61):

(a) Said merchandise listed in Schedule 1 of the claim of Chatham Strait Fish Co., et al, was insured;

(b) The insurer was The Thames & Mersey Marine Insurance Co., Ltd.;

(c) Payment has been made by the insurer in the sum of \$6163.00, under the terms and conditions of receipt disclosed by copy thereof, to-wit:

“San Francisco,
June 27, 1935

\$6163.00

Received from Louis Rosenthal Co., Ltd. General Agent of The Thames & Mersey Marine Insurance Co., Ltd. of Liverpool, Six thousand one hundred sixty-three and no/100 Dollars U. S. lawful money in full of our claim for total loss on One 75 H. P. Atlas Imperial Diesel Engine, & parts, per S.S. “Denali” from Puget Sound to Alaska insured under Policy No. 50190 dated June 15, 1935. For and in consideration of the above payment, we hereby assign, transfer and convey absolutely to you all our right, title and interest in and to the said goods, and subrogate you in our place and stead as to all claims which we now have, or may hereafter acquire, at law or in equity, as against any person or persons, vessel or vessels, corporation or government, for reimbursement damages or compensation, in consequence of the loss so sustained by us as aforesaid; together with the right and privilege of suing for the same in our name, but without cost to us.

CHATHAM STRAIT FISH CO.
By F. ERIKSEN,

Secr.

Prov. No. 1424

May 19/35—Wrecked at Zayas Island, between
Prince Rupert & Ketchikan.” [436]

As to the claim of O. L. Grimes, et al (pp. 62-64) :

(a) Said merchandise listed in Schedules 1, 2 and 3 of said claim was insured;

(b) The insurer was Canton Insurance Office, Ltd.;

(c) Payment has been made by the insurer in the sum of \$16,416.00, under the terms and conditions of receipt disclosed by copy thereof, to-wit:

“San Francisco, June 27, 1935

\$16,416.00

Received from Louis Rosenthal Co., Ltd. General Agent of the Canton Insurance Office, Limited of Hongkong, Sixteen thousand four hundred sixteen & no/100 Dollars U. S. Gold Coin in full of our claim for total loss on can- nery supplies and other merchandise per SS Denali from Puget Sound to Alaska insured under Policy No. 7407 dated June 5, 1935. For and in consideration of the above payment, we hereby assign, transfer and convey absolutely to you all our right, title and interest in and to the said goods, and subrogate you in our place and stead as to all claims which we now have, or may hereafter acquire, at law or in equity, as against any person or persons, vessel or vessels, corporation or government, for reim- bursement damages or compensation, in conse- quence of the loss so sustained by us as afore- said; together with the right and privilege of

suing for the same in our name, but without cost to us.

O. L. GRIMES
GRIMES PACKING COMPANY
By O. L. GRIMES,
Owner

THE BANK OF CALIFORNIA,
National Association, Seattle

L. V. HITCHMAN,
Asst. Manager

Agent, per authority dated June 13, 1935.

Prov. No.

May 19/35—Wrecked at Zayas Island, between
Prince Rupert & Ketchikan." [437]

As to the claim of Nabesna Mining Corporation, et al, (p. 65):

(a) Said merchandise listed in Schedule 1 of said claim was insured;

(b) The insurer was Canton Insurance Office, Ltd.

(c) Payment has been made by the insurer in the sum of \$53.00, under the terms and conditions of receipt disclosed by copy thereof, to-wit:

“San Francisco, June 27, 1935

\$53.00

Received from Louis Rosenthal Co., Ltd.,
General Agent of the Canton Insurance Office,
Limited of Hongkong, Fifty-three and no/100

Dollars U. S. Gold Coin in full of our claim for total loss on blasting caps per SS Denali from Puget Sound to Alaska insured under Policy No. 7415 dated June 5, 1935. For and in consideration of the above payment, we hereby assign, transfer and convey absolutely to you all our right, title and interest in and to the said goods, and subrogate you in our place and stead as to all claims which we now have, or may hereafter acquire, at law or in equity, as against any person or persons, vessel or vessels, corporation or government, for reimbursement damages or compensation, in consequence of the loss so sustained by us as aforesaid; together with the right and privilege of suing for the same in our name, but without cost to us.

NABESNA MINING CORPORATION

By A. H. KELSEY

Sec-Treasurer.

Prov. No.

May 19/35—Wrecked at Zayas Island between Prince Rupert & Ketchikan." [438]

As to the claim of Apex Fish Co., et al, (pp. 66-67):

- (a) Said merchandise listed in Schedules 1 and 2 of claim of the Apex Fish Co., et al, was insured;
- (b) The insurer was Yangtze Insurance Association, Ltd.;
- (c) Payment has not been made;
- (d) Loan has been made in the sum of \$4086.50,

under loan receipt, the terms and conditions of which are disclosed by copy thereof, to-wit:

“Seattle, Washington,
August 16th, 1935

Received from the Yangtze Insurance Association, Ltd. the sum of Four Thousand Eighty six and 50/100 (\$4086.50) Dollars, as a loan and repayable only to the extent of any net recovery we may make from any carrier, bailee, or others on account of loss to our property (described below) due to the total loss of the SS “Denali” from Seattle to Port Wakefield, on or about May 19th, 1935, or from any insurance effected by any carrier, bailee or others on said property, and as security for such repayment we hereby pledge to the said Yangtze Insurance Association, Ltd., the said recovery and deliver to them duly endorsed the bill of lading for said property, and we agree to enter and prosecute suit against said carrier, bailee or others on said claim with all due diligence at the expense and under the exclusive direction and control of the said Yangtze Insurance Association, Ltd.

APEX FISH CO.

By LEE H. WAKEFIELD

Description of property:

1 Oil pumping set—2 Jenco Burners—Shipped by V. A. Jenkins Co.

1 Boiler—1 smokestack and 1 used pump—Shipped by the Seattle Boiler Works.”

As to the second claim of Annette Island Canning Co. et al (pp. 68, 69):

(a) Said merchandise listed in Schedule 1 of said claim was insured;

(b) The insurer was Franklin Fire Insurance Company of Philadelphia;

(c) Payment has not been made;

(d) Loan has been made in the sum of \$2056.75, under loan receipt, the terms and conditions of which are disclosed by copy thereof, to-wit:

“Loan Receipt

(dated at) Seattle, Washington, 1935

Received from the Franklin Fire Insurance Company, the sum of Two Thousand Fifty-six & 75/100 Dollars (\$2,056.75) as a loan and repayable only to the extent of any net recovery we may make from any carrier, bailee or others, on account of loss to our property (described below) due to loss of or damage thereto on S/S Denali on or about May 19, 1935, or from any insurance effected by any carrier, bailee or others on said property, and as security for such repayment thereby pledge to the said Franklin Fire Insurance Company, the said recovery and deliver to it, duly endorsed, the bills of lading for said property and we agree to enter and prosecute suit against said carrier, bailee or others on said claim with all due diligence at the expense and under the exclu-

sive direction and control of the said Franklin Fire Insurance Company.

\$2056.75

PACIFIC MARINE SUPPLY
COMPANY

By S. V. BECKWITH,
Secy.

Witness:

K. DOUGLAS CALLENDER

Description of Property:

72 packages cargo on board above vessel consigned to Annette Island Canning Company, which caught fire, went ashore on Zayas Island and blew up, May 19, 1935." [440]

As to the claim of Shepard Point Packing Co., et al, (p. 70):

(a) Said merchandise listed in Schedule 1 of said claim was insured:

(b) The insurers were Home Insurance Company and Union Marine and General Insurance Company, Ltd.;

(c) Payment has not been made;

(d) Loan has been made in the net total sum of \$4216.68, under loan receipts, the terms and conditions of which are disclosed by copies of said receipts, to-wit:

“Loan Receipt.

(Dated at) Seattle, Washington, 1935

Received from the Home Insurance Company, the sum of Twenty Five Hundred Fifty

One & 59/100 Dollars (\$2,551.59) as a loan and repayable only to the extent of any net recovery we may make from any carrier, bailee or others, on account of loss to our property (described below) due to loss of or damage thereto on S/S Denali on or about May 19, 1935, or from any insurance effected by any carrier, bailee or others on said property, and as security for such repayment thereby pledge to the said Home Insurance Company, the said recovery and deliver to it, duly endorsed, the bills of lading for said property and we agree to enter and prosecute suit against said carrier, bailee or others on said claim with all due diligence at the expense and under the exclusive direction and control of the said Home Insurance Company.

\$2551.59

SHEPARD POINT PACKING CO.

A. W. WITTIG

Witness:

J. D. REAGH

Description of Property:

50% of 734 packages miscellaneous merchandise shipped by Western Cooperage Company of Seattle, Washington, to Port Ashton, Alaska, and lost when vessel caught fire and sank on Zayas Island, Alaska. Date of Loss 5/19/35. [441]

“LOAN RECEIPT

Received from the Union Marine and General Insurance Company, Ltd., the sum of Two Thousand Five Hundred Fifty One and 59/100ths (\$2551.59) Dollars as a loan repayable only out of any net recovery the undersigned may make from any vessel, carrier, bailee, or others upon or by reason of any claim for loss or damage to shipment of barrels and accessories, shipped on board the S.S. Denali, sailing May 16, 1935, from Seattle, Washington, to Port Ashton, Alaska, or from any insurance effected by carrier, bailee or others on said property, and as security for such repayment, we hereby pledge to the said Insurance Company all such claims and any recovery thereon.

In further consideration of the said advance, we hereby guarantee that we are the persons entitled to enforce the terms of the contract of transportation set forth in the bills of lading covering the said property; and we hereby appoint the agents of the said Insurance Company and their successors, severally, our agents and attorneys in fact, with irrevocable power to collect any such claim and to begin, prosecute, compromise or withdraw, in our name, but at the expense of the said Insurance Company, any and all legal proceedings which they may deem necessary to enforce such claim or claims, and to execute in our name any documents

which may be necessary to carry into effect the purposes of this agreement.

Dated June 28, 1935 at

SHEPARD POINT PACKING CO.

A. W. WITTIG

(Sign here)

Ref. No. 3444" [442]

As to the claim of Sebastian Stuart Fish Co., et al., pp. 71-82, both incl.):

(a) Said merchandise listed in Schedules 1 to 12, both inclusive, of said claim was insured;

(b) The insurer was Union Marine and General Insurance Co., Ltd.;

(c) Payment has not been made;

(d) Loan has been made in the sum of \$899.96, under loan receipt, the terms and conditions of which are disclosed by copy thereof, to-wit:

“LOAN RECEIPT”

Received from the Union Marine and General Insurance Co. Ltd., the sum of Eight Hundred Ninety Nine and 96/100ths (\$899.96) Dollars as a loan repayable only out of any net recovery the undersigned may make from any vessel, carrier, bailee, or others upon or by reason of any claim for loss or damage to General Merchandise, shipped on board the S/S Denali, sailing May 16th, 1935, from Seattle, Washington, to Tyee, Alaska, or from any in-

insurance effected by carrier, bailee or others on said property, and as security for such repayment, we hereby pledge to the said Insurance Company all such claims and any recovery thereon.

In further consideration of the said advance, we hereby guarantee that we are the persons entitled to enforce the terms of the contract of transportation set forth in the bills of lading covering the said property; and we hereby appoint the agents of the said Insurance Company and their successors, severally, our agents and attorneys in fact, with irrevocable power to collect any such claim and to begin, prosecute, compromise or withdraw, in our name, but at the expense of the said Insurance Company, any and all legal proceedings which they may deem necessary to enforce such claim or claims, and to execute in our name any documents which may be necessary to carry into effect the purposes of this agreement.

Dated Aug. 29, 1935 at Seattle.

SEBASTIAN STUART

FISH CO.

C. J. SEBASTIAN,

Sec.

(Sign here)

Ref. No. 3444'' [443]

As to the claim of Atlas Powder Company, et al (p. 83):

(a) Said merchandise listed in Schedule 1 of said claim was insured;

(b) The insurer was The Home Insurance Company;

(c) Payment has been made by the insurer in the sum of \$3381.84, under the terms and conditions of receipt disclosed by copy thereof, to-wit:

“Marine Loss Department
Subrogation Receipt

\$3381.84

In consideration of the sum of Three Thousand Three Hundred Eighty One and 84/100 Dollars, this day paid by The Home Insurance Company, New York, receipt whereof is hereby acknowledged, the undersigned, by these presents, releases and forever discharges said Company, its successors and assigns, of and from all causes of action, actions, suits, promises, agreements, losses, damages, charges, expenses, costs claims and demands whatsoever both at law and in equity, arising from or connected with any loss or damage on or to SS Denali Claim 94235 incurred on or about 19th day of May, 1935, by reason or in virtue of the certain policy of insurance made by said Company and numbered 17716D; and also hereby bargains, sells, assigns, transfers and sets over unto said Company each and every claim and demand arising from or connected with such loss or damage and any and all rights of action

and remedies which the undersigned may have in the premises against any town, city, county, state, corporation, person, vessel or other property, said Company being subrogated to such claims and demands in the place of the undersigned, as provided in said policy. The undersigned also hereby makes, constitutes and appoints said Company the attorney, irrevocable, of the undersigned, in the name of the undersigned but for the proper use and benefit of said Company, its successors and assigns, by all lawful ways and means to ask, demand, sue for, recover and receive all damages and money otherwise due to the undersigned by reason of the loss and damage aforesaid, from any corporation, person or thing whatsoever and in the name and on behalf of the said undersigned, but at its own cost and charges, to appear, prosecute and plead in all courts and [444] places whatsoever in all suits, disputes or differences in any wise respecting the premises, to compound and agree or refer to arbitration as it shall deem expedient, and all needful acquittances, discharges and receipts in writing touching the premises in the name, place and stead of the undersigned, from time to time to make, execute and deliver, and generally to do and perform all lawful acts and things whatsoever touching the premises in as full and ample a manner as the undersigned if personally present might or could do, or as if more

special authority were given.

Witness the hand and seal of the undersigned this 6th day of June, A.D. 1935 at New York City.

ATLAS POWDER COMPANY

C. W. DAVIS

Assistant Treasurer

In the presence of:

OK

C. H. GOLD" [445]

As to the claim of Metlakatla Commercial Company, et al. (p. 84):

(a) Said merchandise listed in Schedule 1 of said claim was insured;

(b) The insurer was The Home Insurance Company;

(c) Payment has been made by the insurer in the sum of \$24, under the terms and conditions of receipt, disclosed by copy thereof, to-wit:

“The Home Insurance Company

Pacific Marine Department

Clayton E. Roberts, Manager

San Francisco, California

Subrogation and Assignment Receipt

In consideration of the payment to us of the sum of Twenty Four & no/100 Dollars (the receipt of which is hereby acknowledged) in full settlement of our claim for total loss of the interest described below, insured under:

Policy No. 226827 Per S/S "Denali"
From Seattle, Wn. to Metalkatla, Alaska sail-
ing May, 1935

We Hereby Convey, Assign Transfer and Set
Over to The Home Insurance Company, New
York

(1) All right, title and interest in and to
the undermentioned interest (as to possession
thereof, on account of salvage therefrom, or
on any other account whatever); and we under-
take to execute (or procure the execution of)
any and all documents necessary to pass said
title; and

(2) Any and all claims or demands which
may be payable to or recoverable by us in
respect thereto; and we authorize said company
to use our name in any action or proceeding
it may be advised to bring with respect to any
of the above mentioned matters, and we under-
take ourselves to do or concur in whatsoever
the said company may deem expedient or neces-
sary in any such action or proceedings, and
generally to assist therein by all means in our
power.

(3) We further undertake, if called upon
by the said company so to do, ourselves to
undertake any such action or proceedings as it
may direct on its behalf; it being understood
that the said company is to indemnify us
against any costs, charges, or expenses which
shall be [446] incurred in respect of any pro-
ceedings taken by virtue of this agreement.

(4) We also undertake to hand to said company any salvage and/or sums in respect to any claims or demands which may come into our hands in respect of the undermentioned interest.

Executed in duplicate at Seattle this 18th day of June, 1935.

SEATTLE HARDWARE CO.

Per W. A. NORTON

Description of interest referred to above:

1 Box Bldr. Hdw.	11
2 Roll Bld. Paper	75
1 Ctn Boys Coaster	33
1 Box Bldr. Hdw	58
1 Ctn. Caulking cotton	27

Vessel caught fire and ran aground on Zayas Island, Alaska. Later broke in two and sank.

Date of Loss 5/19/35

(509264-513185)" [447]

Answering Interrogatory Number 6:

As to claim of Pacific Coast Coal Co., et al (pp. 7-8; Schedules 1 and 2), written claim was presented in behalf of claimants, as required by the bill of lading, to the carrier itself, on or about June 4, 1935, of which the following is a copy, to-wit:

“June 4, 1935

Alaska Steamship Company,
Pier 2,
Seattle, Washington
Gentlemen:

This is to advise that there was loaded on the S.S. Denali at our bunkers May 14, 1935, bulk Utah Stove Coal to the value of \$1151.10; also 2000 No. 1 Grain bags to the value of \$95.00.

As we understand the S.S. Denali was lost while enroute to Alaska, we are entering claim against you for the value of the coal and sacks referred to above.

Yours very truly,

PACIFIC COAST COAL COMPANY

THOMAS M. REEDER,

Sales Manager

WDM:FJ” [448]

As to claim of Geo. Hogg & Co., et al (pp. 9-12; Schedules 1, 2 and 3), written claim was presented in behalf of claimants, as required by the bill of lading, to the carrier itself, on or about May 25, 1935, of which the following is a copy, to -wit:

Pacific Coast Coal Co., et al.

“James Farrell & Co., as Agents
for George Hogg & Company
Hoge Building
Phone El 1993

Seattle, Wash., May 25th, 1935.

To Alaska Steamship Company
Freight Claim Department
Pier 2, Seattle, Washington

Terms: _____ Cont. No. _____ Invoice No. 6900

To: Claim for value of machinery, equipment and supplies shipped per S. S. Denali from Seattle, May 16th, 1935, consigned George Hogg & Company, Blue Fox Bay, Kodiak Island, Alaska, with total loss resulting from accident May 19th, 1935 while enroute to Alaska, as follows:

Puget Sound Sheet Metal Works Bill 5/15/35 covering shipment of equipment, as per bill attached.....	\$2,718.00
Anderson Bros. Machine & Iron Works, Inc. (bill May 6, 1935) covering machinery, as per bill	440.00
Seattle Boiler Works Bills May 13 and May 14, 1935, covering machinery & equipment, as per bills.....	2,278.40
Schwabacher Hardware Co., four bills dated May 15th, 1935 covering supplies, etc. as per bills	1,101.85
	<hr/>
	6,538.25
Plus 10%	653.83
	<hr/>
Total of Claim.....	\$7,192.08

Copies of all bills are attached which are mentioned above.

E. & O. E.

GEORGE HOGG & COMPANY
By JAMES FARRELL AND
COMPANY, Agents
Per G. L. JANSEN [449]

As to the claim of Annette Island Canning Co., et al, (pp. 17-23, Schedules 1 to 7, both inclusive), written claim was presented in behalf of claimants, as required by the bill of lading, to the carrier itself on or about May 24, 1935, of which the following is a copy:

“Protest

United States of America
Territory of Alaska.—ss.

On this 24th day of May, A.D. 1934, before me the undersigned, a Notary Public in and for the Territory of Alaska, personally appeared W. A. Pries, Manager of the Annette Island Canning Co., a corporation operating a salmon cannery at Metlakatla, Alaska, who first being sworn on oath deposed and said:

That on or about May 14th, 1935 the said Annette Island Canning Co., shipped goods, wares and merchandise consisting of cannery supplies, at Seattle, Washington, on the SS Denali, destined for their cannery at Metlakatla, Alaska: That on or about May 19th, the said SS Denali, while enroute to Metlakatla,

met with a mishap which completely wrecked the SS Denali, causing same to be a total loss and in consequence of which all of the said merchandise became a total loss:

That the said merchandise consisted, so far as now known of the following:

Smith Cannery Machines Co.			
machinery parts		Value	238.37
U. S. Ptg. & Litho. Co.	Labels	"	2440.93
Arden Salt Co.	Salt	"	480.97
Kickheifer Co.	Cartons	"	1118.07
Continental Can Co.	Cans	"	25750.57

And other merchandise consisting of labels from the Kelly Clarke Co., hardware from Seattle Hardware Co., and hardware from the Pacific Marine Supply Co. and hardware from Lang Mfg. Co., on which invoices and bills of lading at this date have not been received/ all of which the affiant states is insured under an open marine contract policy of the Fire Association of Philadelphia, Policy No. W. C. 5318, issued by C. P. Sargent & Co., Colman Building, Seattle, Wash.

Affiant further states that this protest is made in due form of law, to be hereafter extended if need be, and hereby formally makes claim for the value of the merchandise and cannery supplies lost and destroyed as a result of the accident to the SS Denali.

W. A. PRIES

President & Manager for Annette Island
Canning Co.

Subscribed and sworn to before me this 24th day of May, 1935.

B. E. HARDCASTLE

Notary Public in and for the Territory of Alaska.

My commission expires December 22, 1938."

[450]

As to claim of Kodiak Fisheries Co., et al, (pp. 24-27; Schedules No. 1 to 4, both inclusive), written claim was presented in behalf of claimants, as required by the bill of lading, to the carrier itself, on or about May 23, 1935, of which the following is a copy, together with petitioner's acknowledgment thereof, to-wit:

"Kodiak Fisheries Company
Packers of
Alaska Salmon

Office: 412-416 Lowman Building
Phone Main 0082

Seattle, Wash., May 23, 1935

Pacific Steamship Co.,
Seattle, Wash.

Gentlemen:

Referring to our shipment of Cannery Supplies shipped per your steamer Denali which sailed from Seattle, Washington, on or about May 16th, 1935 for Kodiak, Alaska, we beg to give notice of claim against you for total loss of our shipment by reason of reported total

loss of vessel in British Columbia waters on or about May 19th, 1935. The invoice value of the shipment is \$60,919.59, and we herewith make claim for this amount plus freight charges.

Very truly yours,
KADIAK FISHERIES COMPANY
By D. S. WURTENBERG"

"Alaska Steamship Company
The Alaska Line
Seattle, Wash.

May 28, 1935

Please refer to file Claims
SS Denali, Voy. 38

Kadiak Fisheries Company
412-416 Lowman Building
Seattle, Washington

Gentlemen:

Acknowledging receipt of your letter of May 23, filing your claim against this company in the amount of \$60,919.59, plus freight charges, for merchandise lost on board our SS Denali, when the ship was wrecked on Zayas Island, B. C. May 19, 1935.

The loss of the ship and cargo was due to the [451] perils of the sea, which perils are accepted by shippers of cargo under the bill of lading. Consequently, we are not liable for the loss of said cargo and, therefore, respectfully decline the claim, reserving all rights under the bills of lading.

We would suggest that you refer this matter to your marine underwriters, and are attaching hereto a copy of the extended protest, which will be necessary in submitting your claim to your insurers.

Very truly yours,

I. L. GORDON

ILG:B

Claim Agent''

Enc. [452]

As to the claim of Chugach Goldmines, Inc., et al, (p. 28, Schedule 1), no written claim was presented to petitioner; however, upon solicitation in behalf of said claimants in the month of May, 1935, petitioner, upon its bill of lading issued to Chugach Goldmines, Inc. as consignee, covering the cargo described by Schedule 1, certified as follows:

''This is to certify that the merchandise shown on this bill of lading was on board the S. S. Denali Voy. 38 at the time of accident, Zayas Island, May 19th, 1935, resulting in total loss of ship.

ALASKA STEAMSHIP COMPANY

By W. T. FORD

Auditor'' [453]

As to the claim of Gilson Mercantile Co., et al, (p. 29, Schedule 1), no written claim was presented to petitioner; however, upon solicitation in behalf of said claimants in the month of May, 1935, petitioner, upon its bill of lading issued to Gilson Mer-

cantile Co. as consignee, covering the cargo described by Schedule 1, certified as follows:

“This is to certify that the merchandise as shown on this bill of lading was on board the S.S. Denali Voy. 38, at the time of accident, Zayas Island, May 19th, 1935, resulting in total loss of ship.

ALASKA STEAMSHIP COMPANY

By W. T. FORD,

Auditor” [454]

As to the claim of Northern Commercial Company, et al, (p. 30, Schedule 1), no written claim was presented to petitioner; however, upon solicitation in behalf of said claimants in the month of May, 1935, petitioner, upon its bill of lading issued to Northern Commercial Company as consignee, covering the cargo described by Schedule 1, certified as follows:

“This is to certify that the merchandise as specified on this B/L was actually loaded on and on board the S.S. Denali at time of accident on Zayas Island, May 19th, 1935.

ALASKA STEAMSHIP COMPANY

By W. T. FORD,

Auditor” [455]

As to the claim of Standard Oil Company, et al, (pp. 31-34, Schedules 1 to 4, both inclusive), no written claim was presented to petitioner; however, upon solicitation in behalf of said claimants, on or

about May 27, 1935, petitioner issued to claimants sworn statement of the presence on board the steamship "Denali" at the time that vessel was wrecked of the cargo covered by claimants' Schedules 1 to 4, both inclusive, such statement being as follows:

"May 27th, 1935

Your File SE 220-1

5-25-35

Standard Oil Company

Richmond Beach, Washington

Gentlemen: Attn. Mr. Geo. Stephen

Supt. of Transportation

This is to certify that the following shipments consigned to the Standard Oil Company were aboard the ss Denali, Voyage 38, at the time she was wrecked:

Standard Oil Company—Seward, Alaska, 25

Bbls. Solid Asphalt 11531#

Standard Oil Company—c/o O. J. Reinseth,

Fairbanks, Alaska

1 Sheet Iron Tank NOIBN U.S.Std.Gauge No.

7 SU

2 Pcs. Equipment for same viz;

1 Crt Valves & Fittings

1 Bdl 2 pcs Iron Pipe

Dunnage for same, viz;

70 ft. of 1/2" Cable

2 1/2" Turnbuckles

4 1/2" Washers

2 pcs 6x6x16' Lumber

Standard Oil Company—c/o O. J. Reinseth,
Fairbanks, Alaska

1 Sheet Iron Tank NOIBN, U.S. Std Gauge
No. 7 S.U.

2 Pcs. Equipment for same viz;

1 crt Valves & Fittings:

1 bdl 2 pcs Iron Pipe

Dunnage for same, viz;

70 ft. Cable 1½"

2 ½" Turnbuckles

4 ½" Washers

2 pcs 6x6x16' Lumber

Standard Oil Company—c/o O. J. Reinseth,
Fairbanks, Alaska

8 steel frames

32 pcs Angles

1 sk bolts

1 bdl /2/ plates

1 pkg Flanges Blpd

ALASKA STEAMSHIP COMPANY

P. S. TRUCKEY, Agent

Subscribed and sworn to before me this 27th
day of May, 1935.

[Seal] A. J. McLEAN

Notary Public for Washington residing at
Seattle'' [456]

As to the claim of Pioneer Sea Foods Company, et al, (p. 35, Schedule), no written claim was presented to petitioner; however, upon inquiry in behalf of claimants concerning their loss, made to petitioner on or about May 23, 1935, it wrote a cer-

tain letter of that date, and therewith transmitted copy of extended protest, dated May 23, 1935, signed by Thomas E. Healy and certain other officers of the steamship "Denali", which letter read as follows:

"Alaska Steamship Company

The Alaska Line

May 23, 1935

Traffic Department

Pier Two Seattle

Carter, McDonald & Company

Seattle

Washington

Gentlemen:

Confirming our telephone conversation today:

Our S.S. Denali, voyage 38, which sailed from Seattle on May 16th, carried a shipment from the American Can Company, Seattle, consigned to the Pioneer Sea Food Company, Cordova, as follows:

2000 wooden cases #1 Tall Collapsed Cans
600 " " " " Can Ends

The S.S. Denali was wrecked on the morning of May 18th before any of her cargo had been delivered, and has been declared a complete loss, both ship and cargo.

Yours truly,

J. D. NELSON

General Freight Agent

As to the claim of San Juan Fishing & Packing Company, et al, (pp. 36-42 both inclusive; Schedules 1 to 7, both inclusive); written claim was presented in behalf of claimants, as required by the bill of lading, to the carrier itself, on or about May 29, 1935, of which the following is a copy, to-wit:

“May 29, 1935

Alaska Steamship Company
Claim Department
Pier Two
Seattle, Washington

Gentlemen:

In connection with our shipments on the S.S. Denali out of Seattle May 16th, 1935, Voyage 38, wish to advise that we are hereby entering claim for same, subsequent amount of which we will advise you later.

Very truly yours,

SAN JUAN FISHING & PACKING CO.

HPF: :RS

H. P. FORD

cc-Mr. Laird

Johnson & Higgins”

Thereafter said notice of claim was supplemented by statements as to the amount of claimants' loss, presented to petitioner on or about June 20, 1935, as follows:

“San Juan Fishing & Packing Co.
 Foot of Stacy St.
 Seattle, U. S. A.
 June 20, 1935

Alaska Steamship Company
 Pier Two
 Seattle, Washington

Claim account loss of goods in shipment
 on S. S. Denali Voyage 38, May 16, 1935
 Shipped to—San Juan Fishing & Packing
 Company, Uganik Bay, Alaska

Kieckhefer Container Company			
25,605 Solid Fibre Containers.....	99.00		\$2534.90
Arden Salt Company			
240-125# Sks Arden Kiln Dried			
Special Cannerns Salt 15 ton.....	15.45		231.75
			[458]
American Can Company			
1200240 #1 Tall Coll Cans	17.96		
		M	21,556.31
2400480 “ “ 1919 P1C1 Ends			
3334 “ “ Fibre Cs.			
	119.00	M	396.75
1001 “ “Cs .16¾ ea.			167.67
			<hr/>
			22120.75
			<hr/>
			\$24887.38”

San Juan Fishing & Packing Co.

Foot of Stacy St.

Seattle, U.S.A.

June 20, 1935

Alaska Steamship Company

Pier Two

Seattle, Washington

Claim account loss of goods in shipment on
S.S. Denali Voyage 38, May 16, 1935

Shipped to—San Juan Fishing & Packing Company,
Port San Juan, Alaska

Northwestern Wooden Ware Co., Tacoma, Wash.

500 only 250# Scotch herring bbls.

K. D. 500 only \$1.95 \$975.00

2000 only 125# Scotch herring bbls.

K. D. 2000 only \$1.25 2500.00

3475.00

Arden Salt Co.

800—125# Sks Arden Kiln Dried Special

Herring Salt 50 15.45 772.50

Arden Salt Co.

240—125# Arden Kiln Dried Special

Canners Salt 15 15.45 231.75

American Can Co.

1,200,240 #1 Tall Coll Cans 17.96 M

\$21,556.31

2,400,800 “ “ 1919 C1 Ends

3,334 “ “ Fibre Cs.

\$119.00M 396.75

1,001 #1 Tall Cs.

.16¾ Ea. 167.67

22120.73

Kieckhefer Container Co.

21,192 Solid Fibre Containers 99.00

2097.02

\$28697.00

[150]

Of the foregoing petitioner made acknowledgment by letter dated June 22, 1935, transmitting therewith copy of extended protest dated May 23, 1935, signed by Thomas E. Healy and certain other officers of the steamship "Denali", which letter read as follows:

"Alaska Steamship Company
The Alaska Line
Seattle, Wash.
June 22, 1935
Claim Department, Pier 2
Please refer to file Claims
SS Denali, Voy. 38.

San Juan Fishing & Packing Company
Foot of Stacy Street
Seattle, Washington

Attention: Mr. H. P. Ford

Gentlemen:

Acknowledging receipt of your letter of June 21, enclosing invoices in the amounts of \$24,887.38 and \$28,697.00, covering loss of goods on board our SS Denali, when the ship was wrecked on Zayas Island, B.C., May 19, 1935.

The loss of the ship and cargo was due to the perils of the sea, which perils are accepted by shippers of cargo under the bill of lading. Consequently, we are not liable for the loss of said cargo, and, therefore, respectfully decline the claim, reserving all rights under the bill of lading.

We would suggest that you refer this matter to your marine underwriters, and are attaching hereto a copy of the extended protest, which will be necessary in submitting your claim to your insurers.

We are returning herewith your above mentioned invoices.

Very truly yours,
I. L. GORDON

Claim Agent

ILG:B

Encs." [460]

As to the claim of Nakat Packing Corporation, et al, (pp. 43-55; Schedules 1 to 13, both inclusive), written claim was presented in behalf of claimants, as required by the bill of lading, to the carrier itself, on or about May 23, 1935, of which the following is a copy, to-wit:

“The Great Atlantic & Pacific Tea Company
Executive Offices
Graybar Building, 420 Lexington Avenue
New York, N. Y.

May 23, 1935

“T”—6897

Alaska Steamship Co.,
Pier 2
Seattle, Wash.

Gentlemen:

This is to notify you that it is our intention to file claim for any and all merchandise shipped by the Nakat Packing Corporation

- () 1. Original bill of lading, if not previously surrendered to carrier.
 - () 2. Original paid freight ('Expense') bill.
 - () 3. Certified copy of invoice
 - () 4. Bond of indemnity in lieu missing.....
 - () 5. Express shipping receipt.
 - () 6. Express delivery receipt.
 - () 7. Affidavit.
 - () 8. Concealed loss and damage form.
- [462]

Exceptions on freight bill

Indemnity Bond:

In the absence of Original Freight Bill and/or Bill of lading, we hereby guarantee to protect the.....R.R. Co., or any connecting carrier or carriers, as their respective interests may appear, against any and all damage loss, costs, expenses and attorney's fees which may result from the payment of this claim.

THE GREAT ATLANTIC &
PACIFIC TEA COMPANY
LK Per A.W.W.

Detail List Items Lost On

SS Denali Sailing May 16th Ins. Declaration No. 2137
From Seattle To Waterfall Via Inside Passage

Inv. Date	Order Number	Firm	Invoice Amount
5/14	907	Asbestos Supply Co.	\$20.25
5/14	934	Camp Lewis Tent & Av. Co.	16.50
5/15	586	Carman Mfg. Co.	59.40
5/25	127	Marshall-Wells Co.	2.36
	417	National Adhesive Corp.	531.84
4/29	155	National Grocery Co.	8.66
	933	Oakite Products Inc.	27.37
5/13	598	Pacific Marine Supply Co.	229.15
5/13	242	Pacific Marine Supply Co.	58.80
5/15	925	Pacific Marine Supply Co.	66.00
5/10	906	Seattle Steel Co.	2.17
4/30	117	Westinghouse Air Brake Co.	59.31
5/11	117	Merchants Transfer Co.	1.76
5/14	744	American Can Co.	44330.70
4/16	344	Dolliver Co. (Judson L. Thomson)	1181.25
5/ 8		American Can Co. (Inv. 93a-#690)	177.30
		Freight on American Can (Inv. 93a-#690)	1.79
			<hr/> \$46774.61
		Plus 15%	7016.19
			<hr/> \$53790.80

To the foregoing claim petitioner made acknowledgment as follows:

“Alaska Steamship Company
Seattle, Wash.
June 15, 1935

Claim Department
Pier 2

Claims,
S/S Denali, Voy. 38
Your Claim D-172115

The Great Atlantic & Pacific Tea Company
420 Lexington Avenue
New York, N. Y.

Gentlemen:

Acknowledging receipt of your above numbered claim, dated June 10, in the amount of \$46,774.61, covering cargo lost on board our SS Denali, when the ship was wrecked on Zayas Island, B. C., May 19, 1935.

The loss of the ship and cargo was due to the perils of the sea, which perils are accepted by shippers of cargo under the bill of lading. Consequently, we are not liable for the loss of said cargo and, therefore, respectfully decline the claim, reserving all rights under the bill of lading.

We would suggest that you refer this matter to your marine underwriters, and are attaching hereto a copy of the extended protest, which will be necessary in submitting your claim to your insurers.

We are returning herewith all papers in connection with your claim.

Very truly yours,

I. L. GORDON

Claim Agent" [464]

As to the claim of Fidalgo Island Packing Company, et al, (pp. 56-60, Schedules 1 to 5, both inclusive), written claim was presented in behalf of

claimants as required by the bill of lading to the carrier itself, on or about June 4, 1935, of which the following is a copy, together with petitioner's acknowledgment thereof, to-wit:

"Seattle, Washington,
June 4th, 1935

Alaska Steamship Company

to

Fidalgo Island Packing Company Dr.

To claim for cargo lost on SS Denali as per copies of invoices and original bills of lading attached.

Invoice—American Can Co.	\$5450.88
Invoice— " " "	36734.60
Invoice—Longview Fibre Co.	1472.64
Invoice— " " "	1071.20
Invoice— " " "	405.60
Invoice—Arden Salt Co.	386.25
Invoice— " " "	231.75

45752.92

Bill of lading—American Can Co., Ketchikan, Alaska

Bill of lading—American Can Co., Port Graham, Alaska

Bill of lading—Longview Fibre Co., Port Graham, Alaska

Bill of lading—Arden Salt Co., Port Graham, Alaska

Bill of lading—Arden Salt Co., Ketchikan, Alaska"

“Alaska Steamship Company

“Seattle, Wash.

June 5th, 1935

Fidalgo Island Packing Co.,
451 Central Building,
Seattle, Washington

Gentlemen:

Attention Mr. Killam

Acknowledging receipt of your letter of June 4, entering your claim against this company for merchandise lost on board our SS Denali when the ship was wrecked on Zayas Island, B. C., May 19th, 1935.

The loss of the ship and cargo was due to the perils of the sea, which perils are accepted by shippers of cargo [465] under the bill of lading. Consequently we are not liable for the loss of said cargo and, therefore, respectfully decline the claim, reserving all rights under the bill of lading.

We would suggest that you refer this matter to your marine underwriters, and are attaching hereto a copy of the extended protest, which will be necessary in submitting your claim to your insurers.

We are returning to you herewith your claim, copies of invoices and original bills of lading.

Very truly yours,

I. L. GORDON

Claim Agent” [466]

As to the claim of Chatham Strait Fish Company, et al, (p. 61, Schedule 1) no written claim was presented to petitioner; however, upon solicitation in behalf of said claimants, petitioner issued to claimants on May 28, 1935, sworn statement of the presence on board the S.S. "Denali" at the time of stranding of the cargo covered by claimants' Schedule 1, such statement being as follows:

"May 28, 1935

Chatham Straits Fish Company
Smith Building,
Seattle, Washington

Gentlemen:

This is to certify that the following freight consigned to Chatham Straits Fish Company, Crab Bay, Alaska, was aboard the ss Denali, at the time she was wrecked:

- 1 Box 75 HP Diesel Engine
- 1 bx shafting
- 1 crtd propellor
- 1 crtd Aux Engine
- 1 Air tank
- 1 Box fittings
- 1 Flywheel

Yours truly,
ALASKA STEAMSHIP
COMPANY
P. S. TRUCKEY

Agent

Subscribed and sworn to before me this 28th day of May, 1935.

[Seal]

A. J. McLEAN

Notary Public for Washington
Residing at Seattle" [467]

As to the claim of O. L. Grimes, et al (pp. 64-64, Schedules 1, 2 and 3), no written claim was presented to petitioner; however, upon solicitation in behalf of claimants petitioner within the period of 30 days after May 19, 1935, upon its bill of lading issued to Grimes Packing Company as consignee, covering cargo described by said schedule, certified such cargo to be on board the S.S. Denali at the time of loss, as follows:

“Certified true and correct copies of ladings covering shipments on board S.S. Denali at time she was wrecked.

ALASKA STEAMSHIP
COMPANY

P. S. TRUCKEY, Agent

By D. RENBARGER" [468]

As to the claim of Nabesna Mining Corporation, et al (p. 65, Schedule 1), no written claim was presented to petitioner. [469]

As to the claim of Apex Fish Company, et al (pp. 66-67, Schedules 1 and 2), no written claim was presented to petitioner. [470]

As to the second claim of Annette Island Canning Co., et al, (pp. 68-69; Schedule 1). written claim was presented in behalf of claimants, as

required by the bill of lading, to the carrier itself, on or about May 22, 1935, of which the following is a copy, to-wit:

“Seattle, Washington
May 22, 1935

Alaska Steamship Company
Pier 2
Seattle, Washington

Gentlemen:

Re: Loss on S.S. Denali

This will advise you that we herewith file claim against your company in the amount of \$1,830.06 for loss of merchandise valued at this figure.

This claim is filed against your Company as carriers of our merchandise, and we would appreciate prompt settlement of this amount.

Very truly yours,

PACIFIC MARINE

SUPPLY COMPANY

By E. R. GAYNOR,

G:C:T

Cashier [471]

As to the claim of Shepard Point Packing Co., et al, (p. 70, Schedule 1), no written claim was presented to petitioner; however, as a result of previous solicitation in behalf of claimants, petitioner with respect to cargo listed in Schedule 1, issued sworn certificates to claimants, as follows:

“June 21, 1935

To Whom It May Concern:

This is to certify that the shipment of barrels from the Western Cooperage Co., Port Ashton, Alaska, as per bill of lading signed by us, was shipped on our steamer SS Denali, and that the same, to the best of our knowledge, was a total loss.

Respectfully,

P. S. TRUCKEY

Agent, Alaska S.S. Co.

Subscribed and sworn to before me this 24th day of June, 1935.

A. J. McLEAN

Notary Public for Washington,
residing at Seattle. [472]

As to the claim of Sebastian Stuart Fish Co., et al, (pp. 71 to 82; Schedules 1 to 12, both inclusive), no written claim was presented to the petitioner; however, as a result of prior solicitation in behalf of claimants, the petitioner, on August 20, 1935, certified as on board the steamship Denali cargo described by said schedules 1 to 12, both inclusive, as follows:

"August 20, 1935

To Whom It May Concern:

This is to certify that the following shipments as per bill of lading signed by us, were shipped on our ss Denali, and that same, to the best of our knowledge, were a total loss:

Fisheries Supply to Sebastian Stuart

	Fish Co.—Tye	6 bales rags
		1 ctn. hdwe
Schwabacher Hdwe Co.	" " "	1 bdl 3 shovels
		4 bdls 12 anchor shackles
Pacific Fruit Co.	" " "	20 sk potatoes
		2 bx apples
Washington Creamery	" " "	5 cs eggs
		2 bx cheese
Schwabacher Bros. Inc.	" " "	4 cs prunes
		2 cs loganberries
		2 cs blackberries
		2 cs. pears
		2 cs spinach
		2 bbl soda pop
		1 ctn. snuff
Columbia Steel Co.	" " "	1 coil wire rope
Rath Pkg. Co.	" " "	4 Bx Smkd meats
York Ice Mach. Co.	" " "	5 bdl Ir pipe
		1 bx ir pipe fttgs
Armour & Co.	" " "	2 frt. Qtr. Beef
		2 Hnd Qtr beef
Galbraith Co.	" " "	60 Sk cement
Lockwood Lbr. Co.	" " "	4968 BM lumber
Pacific Meat & Pkg.	" " "	11 live pigs
		15 sks Feed

Respectfully,

P. S. TRUCKEY,

P. S. Truckey, Agent

Alaska Steamship Company

Subscribed and sworn to before me this 20th day of August, 1935.

[Seal] A. J. McLEAN
Notary Public for Washington
residing at Seattle. [473]

As to the claim of Atlas Powder Company, et al, (p. 83, Schedule 1) no written claim has been presented to petitioner. [474]

As to the claim of Metlakatla Commercial Company, et al, (p. 84, Schedule 1) no written claim has been presented to petitioner. [475]

United States of America,
State of Washington, County of King—ss.

Lane Summers, being first duly sworn, upon oath deposes and says:

That he is one of the proctors of record for claimants Pacific Coast Coal Company, et al, in the above entitled cause. That heretofore, by orders of court in said cause, in view of the large number of claimants, he has been authorized to verify claims filed with the Commissioner, and claimants' answer to petition filed with the Clerk of Court; that for the same reason he is making this verification to claimants' foregoing answers to interrogatories propounded by petitioner; that the foregoing verification is made by him in behalf of all said claimants. That he has read said answers and knows the contents thereof; that, to the best of his present information and belief, said answers are true. That, however, despite diligent inquiries, he may not be in all respects fully or accurately informed. That

in behalf of said claimants, and each and all of them, he reserves the right hereafter to correct, amend or supplement said answers in accordance with facts in the light of future disclosures.

LANE SUMMERS

Subscribed and sworn to before me this 7th day of July, 1937.

[Seal]

G. H. BUCEY

Notary Public in and for the State of Washington, residing in Seattle.

Copy Received Jul. 7, 1937. BOGLE, BOGLE & GATES.

[Endorsed]: Filed Jul. 8, 1937. [476]

[Title of District Court and Cause.]

ANSWER OF CLAIMANT UNITED STATES OF AMERICA TO INTERROGATORIES PROPOUNDED BY PETITIONER AS A PART OF ITS OBJECTIONS AND ANSWERS TO CLAIMS.

Petitioner, as a part of its objections and answers to claims, having propounded certain interrogatories to claimant, and claimant having filed and presented to the Court exceptions to such interrogatories, and the Court having overruled such exceptions and entered order requiring the answer of claimant thereto, now, therefore, claimant United States of America, complying with said order yet reserving its exception to the same, answers said interrogatories under oath as follows:

Answering Interrogatory Number 1:

Without varying or waiving any of the allegations contained in the pleadings and replying, as directed by the Court, to petitioner's special defense to claimant's claim for non-delivery, viz., that petitioner is entitled to exoneration or exemption from liability notwithstanding its failure to deliver to claimant its goods at destination in like good order as when shipped, because petitioner has complied, as alleged in the objection, with the terms of the Act of Congress of February 3, 1893, commonly called the Harter Act, the claimant denies the allegations of said objection, and, without relieving the petitioner from the [477] burden of proof to establish its allegations, claimant specifically alleges in denial of the allegations of petitioner's said objections as follows:

(A) That due diligence had not been exercised by petitioner to make the *Denali* in all respects seaworthy and properly manned, equipped and supplied up to the time she sailed from the loading port;

(B) That the *Denali* was not in fact in all respects seaworthy and properly manned, equipped and supplied at the time she sailed from the loading port;

(C) That the cause of petitioner's failure to deliver the goods was not a cause or exception named in the third section of the Harter Act, to wit, an alleged peril of the sea or inevitable accident consisting of the *Denali's* getting off her course in the dark in reasonably expectable weather

and sea conditions and striking a reef from an unknown cause, and without negligence or unseaworthiness contributing thereto.

Further as specifications of its replication and without relieving the petitioner of its burden of proof, and in compliance with the order of Court, the claimant states:

I. That the reef which the Denali struck was shown on all the usual sailing charts, and that its location was known to, or should have been known to the petitioner.

II. That under the circumstances alleged by the petitioner, a vessel which is seaworthy would not under reasonably expectable weather and sea conditions get off her course and strike the charted reef, and that the Denali's [478] doing so and her being in such condition that she could not be navigated properly or held on her course in the dark, constituted a stranding from unseaworthiness or negligence of the petitioner.

III. That such a stranding is not within any of the exceptions or exemptions named in the Harter Act exonerating a shipowner from all liability.

IV. That petitioner is not entitled to limit or restrict the extent of that liability by invoking the Limitation of Liability Act unless petitioner sustains the burden of proof of establishing lack of privity or knowledge of its managing officers and agents with respect to any and all unseaworthiness and negligence which could have caused the Denali to get off her course and strike the charted reef in

ordinary weather and sea conditions simply because an attempt was being made to navigate her during darkness, such unseaworthiness of the Denali or negligence of the petitioner consisting of the following:

(1) Failure to ascertain the condition of the compasses before sailing;

(2) Failure to supply good and safe compasses in efficient and reliable condition, known not to be inconstant or erratic on any heading and to be free from deviations serious in nature or amount;

(3) Failure to make certain before sailing that the deviations or errors of the compasses on all courses (especially expected courses)

(a) were constant on a given heading;

(b) were not serious in amount; [479]

(c) were the same as recorded on the deviation cards posted for use by the navigating officers on the voyage;

(d) were not changed for any reason on unknown headings in unknown amounts;

(e) were known to the navigating officers of the ship;

(4) Failure to cause the compasses before sailing to be examined and adjusted after extended "lay-up" periods;

(5) Failure to cause the Denali to be supplied with accurate deviation cards for each compass corrected up to the sailing date on

the voyage and properly posted for use of the navigating officers;

(6) Failure to supply the Denali with all the latest proper sailing charts and aids to navigation;

(7) Failure to supply proper and adequate log books and to require sufficient entries therein;

(8) Failure to supply proper apparatus or means for taking accurate bearings and to require use thereof;

(9) Failure to supply and require the use of proper apparatus and qualified personnel for reading and recording the taffrail log;

(10) Failure to issue proper instructions with respect to maintaining a lookout;

(11) Failure to issue proper instructions relative to assignments and hours of duty;

(12) Failure to supply a proper revolution indicator and counter and to maintain the same in an efficient condition; [480]

(13) Failure to provide a proper steering gear and to maintain the same in an efficient condition;

(14) Failure to have the bridge and engine-room clocks and recording apparatus adjusted and coordinated before sailing;

(15) Failure to issue proper instructions to and require proper practices by the master, pilot, officers and crew;

(16) Issuance of improper orders to and imposing improper restrictions upon the master, pilot, officers and crew;

(17) Issuance of orders requiring, or failure of issuance of orders prohibiting, a route constituting a deviation;

(18) Failure, in preparation for and at the time of sailing, to man the ship with proper number and fully competent and qualified personnel;

(19) Any other additional or different unseaworthiness of the Denali or negligence of the petitioner, appearing after petitioner has disclosed the facts from its records, officers, agents and employees, which are exclusively within petitioner's knowledge and control.

Answering Interrogatory Number 2:

Claimant's answer to Interrogatory Number 2 is fully covered by claimant's answer to Interrogatory Number 1. [481]

Answering Interrogatory Number 3:

Claimant alleges and claims that its right of recovery rests upon the failure of the petitioner to deliver claimant's cargo at destination in like good order as when shipped, and that any excuse for such failure must be established by the petitioner through competent proof. As the petitioner is in exclusive possession of all the evidence concerning the behavior of the personnel of the ship, claimant cannot make specific answer at this time; but when petitioner has made full disclosure claimant, if required by the Court, will answer said interrogatory more fully.

Answering Interrogatory Number 4:

Claimant's answer to Interrogatory Number 4 is fully covered by claimant's answer to Interrogatory Number 1.

Answering Interrogatory Number 5:

The merchandise referred to in the said claim was not insured.

Answering Interrogatory Number 6:

The claimant filed a written claim in the above entitled cause on or about November 9, 1935, and that petitioner has a copy of said claim; that no other written claim or claims whatsoever were filed or presented by the claimant to the petitioner.

J. CHARLES DENNIS

United States Attorney

F. A. PELLEGRINI

Assistant United States At-
torney, Proctors for
Claimant,

United States of America [482]

United States of America,
Western District of Washington,
Northern Division.—ss.

F. A. Pellegrini, being first duly sworn on oath deposes and says:

That he is an Assistant United States Attorney for the Western District of Washington and one of the proctors of record for the claimant, United States of America, in the above entitled cause. That

he makes this verification for and on behalf of the claimant United States of America to the claimant's foregoing answers to interrogatories propounded by petitioner. That he has read the answers and knows the contents thereof, and that to the best of his present information and belief said answers are true. That, however, despite diligent inquiries, he may not be in all respects fully or accurately informed. That on behalf of said claimant, United States of America, he reserves the right hereafter to correct, amend or supplement said answers in accordance with facts in the light of future disclosures.

F. A. PELLEGRINI

Subscribed and sworn to before me this 9th day of July, 1937.

[Seal]

TRUMAN EGGER,

Deputy Clerk, U. S. District
Court, Western District of
Washington

Received a copy of the within Answer of Claimant this 9th day of July, 1937, and due service thereof is hereby acknowledged.

BOGLE, BOGLE & GATES

By STANLEY B. LONG,

Proctors for Petitioner. [483]

[Endorsed]: Filed Jul. 9, 1937.

[Title of District Court and Cause.]

PETITIONER'S SUPPLEMENTAL OBJEC-
TIONS AND ANSWERS TO THE CLAIMS
OF PACIFIC COAST COAL COMPANY,
ET AL.

Comes now the Alaska Steamship Company, petitioner herein, and supplementing Paragraphs III and IV of its Objections and Answers to the claims of Pacific Coast Coal Company, et al., heretofore served and filed herein and in accordance with the orders of the above entitled court, entered and filed on the 18th and 21st days of June, 1937, admits, denies and alleges as follows:

I.

Supplementing Paragraph III of Petitioner's Objections and Answers to the claims of Pacific Coast Coal Company, et al., and answering the third paragraph of said claim, this petitioner admits (except as hereinafter specifically denied) that on or about the 15th day of May, 1935, there was delivered to petitioner by the shippers named in said schedules, to be forwarded, in whole or in part, on the SS "Denali" or on such other steamer or steamers, as petitioner might employ, the bulk freight and/or packages and/or merchandise described in said schedules, in apparent good order, (except as otherwise noted upon the bills of lading issued therefor), the value, weight, quantity, quality or condition of the contents of said packages being unknown to petitioner, to be forwarded with reasonable dispatch to the port

or landings mentioned [484] in said schedule and bills of lading, and consigned to the person or persons designated therein, and (except as hereinafter specifically denied), the bulk freight and/or packages and/or merchandise described in said schedules was shipped and placed on board the SS "Denali" at the Port of Seattle, Washington, to be carried by said petitioner on said SS "Denali" to Metlakatla, Alaska, and other ports of destination set out in said schedules and to be delivered to the consignees named in said schedules in consideration of a certain agreed freight, and in strict accordance with the valid terms, conditions and stipulations of certain bills of lading then and there signed and delivered to the shipper named in the said schedules by the duly authorized agents of the petitioner and of the SS "Denali", and denies each and every other allegation in said paragraph contained, and demands strict proof thereof. That a true copy of the form of said bills of lading, in accordance with which said bulk freight and/or packages and/or merchandise described in said schedules was accepted by petitioner and transported on said SS "Denali", as aforesaid, is attached hereto, marked Exhibit "A" and by this reference made a part hereof as though fully set forth herein.

Petitioner denies that the following described bulk freight and/or packages and/or merchandise mentioned in said schedules was delivered to or received by it, or shipped, or placed on board said SS

“Denali” or was a part of the cargo on said vessel lost during the voyage mentioned in petitioner’s petition for limitation of liability herein, to-wit:

1. That certain merchandise mentioned and described in schedules 2, 5 and 6 of the claim of San Juan Fishing & Packing Company, et al.

2. That certain merchandise mentioned and described [485] in schedules 1 and 2 of the claim of Fidalgo Island Packing Company, et al.

II.

Supplementing Paragraph IV of petitioner’s Objections and Answers to the claims of Pacific Coast Coal Company, et al., and answering the fourth paragraph of said claims, this petitioner admits that said steamship, having on board the bulk freight and/or packages and/or merchandise mentioned in said schedules (except as specifically set forth in petitioner’s Supplemental Answers and Objections to the third paragraph of said claims), sailed from the Port of Seattle to the Port of Metlakatla and other Alaskan ports, and while bound on said voyage and on or about the 19th day of May, 1935, stranded on a reef situated off the southeasterly end of Zayas Island in Camano Passage, British Columbia, and the cargo then laden on said vessel became and is a total loss, all as set forth and alleged in your petitioner’s libel and petition for limitation of liability heretofore filed herein, and petitioner denies each and every other allegation in said paragraph contained, and demands strict proof thereof.

Wherefore, petitioner prays that said claims, and each and every part and item thereof, be denied and disallowed, and that petitioner may have such other and further relief in the premises as it may be entitled to under the rules and practice of this court sitting in admiralty.

BOGLE, BOGLE & GATES

Proctors for Petitioner. [486]

United States of America
Western District of Washington
County of King—ss.

W. T. Ford, being first duly sworn on oath deposes and says:

That he is the secretary of the Alaska Steamship Company, within named petitioner; that he makes this verification by its authority and in its behalf; that he has read the foregoing supplemental objections and answers to the claims of Pacific Coast Coal Company, knows the contents thereof, and believes the same to be true.

W. T. FORD

Subscribed and sworn to before me this 7th day of July, 1937.

[Seal]

STANLEY B. LONG

Notary Public in and for the State of Washington,
residing at Seattle.

Received a copy hereof on July 8, 1937.

HAYDEN, MERRITT,

SUMMERS & BUCEY

By W. H. HAYDEN

[Endorsed]: Filed Jul. 8, 1937. [487]

[Title of District Court and Cause.]

PETITIONER'S SUPPLEMENTAL OBJEC-
TIONS AND ANSWERS TO THE CLAIM
OF THE UNITED STATES OF AMERICA,
A SOVEREIGN CORPORATION.

Comes now the Alaska Steamship Company, petitioner herein, and supplementing Paragraphs III and IV of its Objections and Answers to the claim of the United States of America, a sovereign corporation, heretofore served and filed herein and in accordance with the orders of the above entitled court, entered and filed on the 18th and 21st days of June, 1937, admits, denies and alleges as follows:

I.

Supplementing Paragraph III of Petitioner's Objections and Answers to the claim of the United States of America, a sovereign corporation, and answering the third paragraph of said claim, this petitioner admits that on or about the 15th day of May, 1935, there was delivered to petitioner by the shipper named in said schedules, to be forwarded, in whole or in part, on the SS "Denali" or on such other steamer or steamers as petitioner might employ, the bulk freight and/or packages and/or merchandise described in said schedules, in apparent good order (except as otherwise noted upon the bills of lading issued therefor), the value, weight, quantity, quality or condition of the contents of said packages being unknown to petitioner, to be forwarded with reasonable [488] dispatch to the port

or landings mentioned in said schedules and bills of lading, and consigned to the person or persons designated therein, and the bulk freight and/or packages and/or merchandise described in said schedules was shipped and placed on board the SS "Denali" at the Port of Seattle, Washington, to be carried by said petitioner on said SS "Denali" to Metlakatla, Alaska, and other ports of destination set out in said schedules and to be delivered to the consignees named in said schedules in consideration of a certain agreed freight, and in strict accordance with the valid terms, conditions and stipulations of certain bills of lading then and there signed and delivered to the shipper named in the said schedules by the duly authorized agents of the petitioner and of the SS "Denali", and denies each and every other allegation in said paragraph contained, and demands strict proof thereof. That a true copy of the form of said bills of lading, in accordance with which said bulk freight and/or packages and/or merchandise described in said schedules was accepted by petitioner and transported on said SS "Denali", as aforesaid, is attached hereto, marked Exhibit "A" and by this reference made a part hereof as though fully set forth herein.

II.

Supplementing Paragraph IV of Petitioner's Objections and Answers to the claims of the United States of America, a sovereign corporation, and answering the fourth paragraph of said claim, this petitioner admits that said steamship, having on board

the bulk freight and/or packages and/or merchandise mentioned in said schedules, sailed from the Port of Seattle to the Port of Metlakatla and other Alaskan ports, and while bound on said voyage and on or about the 19th day of May, 1935, stranded on a reef situated off the southeasterly end of Zayas Island in Caamano [489] Passage, British Columbia, and the cargo then laden on said vessel became and is a total loss, as set forth and alleged in your petitioner's libel and petition for limitation of liability heretofore filed herein, and petitioner denies each and every other allegation in said paragraph contained, and demands strict proof thereof.

Wherefore, petitioner prays that said claim, and each and every part and item thereof, be denied and disallowed, and that petitioner may have such other and further relief in the premises as it may be entitled to under the rules and practice of this court sitting in admiralty.

BOGLE, BOGLE & GATES

Proctors for Petitioner.

United States of America,
Western District of Washington,
County of King.—ss.

W. T. Ford, being first duly sworn on oath deposes and says:

That he is the secretary of the Alaska Steamship Company, within named petitioner; that he makes this verification by its authority and in its behalf;

that he has read the foregoing supplemental objections and answers to the claims of the United States of America, a sovereign corporation, knows the contents thereof, and believes the same to be true.

W. T. FORD

Subscribed and sworn to before me this 7th day of July, 1937.

STANLEY B. LONG

Notary Public in and for the State of Washington,
residing at Seattle.

Received a copy of the within Sup. Objections and answer this 8 day of July, 1937.

J. CHARLES DENNIS

Attorney for United States.

[Endorsed]: Filed July 8, 1937. [490]

[Title of District Court and Cause.]

APPLICATION FOR DISCOVERY
OF DOCUMENTS.

Come now claimants Pacific Coast Coal Company, et al., and apply to the above entitled court for an order requiring the petitioner, Alaska Steamship Company, to make discovery and production, under oath, of any and all documents and papers within its possession or power, relating to any matter or question in issue in the above entitled cause, subject to be examined and copied by said claimants or

their proctors in preparation for trial, and subject to be otherwise controlled by order of the above entitled court—particularly documents and papers as follows:

(1) All log books of the Steamship "Denali" (smooth and rough; deck and engine)

- (a) for the year 1930;
- (b) for the year 1931;
- (c) for the year 1932;
- (d) for the year 1933;
- (e) for the year 1934;
- (f) for the year 1935, up to May 19, 1935;

(2) All port logs of the Steamship "Denali"

- (a) for the year 1930;
- (b) for the year 1931;
- (c) for the year 1932;
- (d) for the year 1933;
- (e) for the year 1934;
- (f) for the year 1935, up to May 19, 1935;

[491]

(3) All bell books of the Steamship "Denali"

- (a) for the year 1930;
- (b) for the year 1931;
- (c) for the year 1932;
- (d) for the year 1933;
- (e) for the year 1934;
- (f) for the year 1935, up to May 19, 1935;

(4) All reports or requisitions for repairs, renewals or new equipment recommended or needed

by or for the Steamship "Denali", and all records of the same performed and furnished upon or to the Steamship "Denali"

- (a) for the year 1930;
- (b) for the year 1931;
- (c) for the year 1932;
- (d) for the year 1933;
- (e) for the year 1934;
- (f) for the year 1935, up to May 19, 1935;

(5) All azimuth books or records of or for the Steamship "Denali" from January 1, 1930, to May 19, 1935, both inclusive;

(6) All compass deviation cards or records of or for the steamship "Denali" from January 1, 1930, to May 19, 1935, both inclusive;

(7) Full identifying description of the compasses of the Steamship "Denali", disclosing manufacturer, type or style, method of compensating, and age of each;

(8) Construction plans of the Steamship "Denali";

(9) Copy of all instructions in effect as of May 16, 1935, issued to masters, pilots and navigating officers;

(10) Copy of all instructions as to maintenance of vessels in general, or the Steamship "Denali" in particular, effective as of May 16, 1935;

(11) Copy of the titles and numbers of all charts on board the Steamship "Denali" at the time of sailing on May 16, 1935, covering the

Alaskan waters traversed by the vessel to the point of stranding, together with the dates upon which such charts were purchased, and/or the dates upon which the same were supplied to the Steamship "Denali";

(12) Original chart on board the Steamship "Denali" in use at the time of stranding—if the same was not salvaged, then the title and number of such chart and the dates of publication and correction; [492]

(13) Any and all corporate by-laws, general instructions, letters, or other writings, granting, limiting or outlining the authorities and duties of the several executive officers and representatives of the Alaska Steamship Company in effect during May, 1935, on or before the 16th of that month.

This application under Admiralty Rule 32 is based upon the files and record in the above entitled cause.

BIGHAM, ENGLAR, JONES
& HOUSTON

HAYDEN, MERRITT,
SUMMERS & BUCEY

Proctors for Claimants Pacific Coast
Coal Company, et al.

[Endorsed]: Filed Oct. 7, 1937. [493]

[Title of District Court and Cause.]

ORDER UPON CLAIMANTS' APPLICATION
FOR DISCOVERY OF DOCUMENTS.

The above entitled matter having come on duly and regularly for hearing before the above entitled court, the undersigned Judge presiding, upon application for discovery of documents in behalf of claimants Pacific Coast Coal Company, et al., and the court, after argument, being fully advised;

Now, therefore, in conformity with the court's oral ruling, it is hereby Ordered that claimants' said application be granted, as follows:

(1) As to Item (1)-f, petitioner will be and it is hereby required to make discovery of all log books of the Steamship Denali (smooth and rough; deck and engine), for the active part of the voyage upon which the Steamship Denali stranded, covering the period from the date and hour of sailing from Seattle, Washington, to the date and hour of stranding;

(2) As to Item (2)-f, petitioner will be required to make discovery of all port logs of the Steamship Denali for the active part of the voyage upon which the Steamship Denali stranded;

(3) As to Item (3)-f, petitioner will be required to make discovery of all bell books of the Steamship [494] Denali for the active part of the voyage upon which the Steamship Denali stranded, covering the period from the date and hour of sailing from Seattle, Washington, to the date and hour of stranding;

(4) As to Item (5), petitioner will be required to make discovery of all azimuth books or azimuth book records of the Steamship Denali made for the active part of the voyage upon which the Steamship Denali stranded.

(5) As to Item (6), petitioner will be required to make discovery of the compass deviation cards made or in use on the active voyage upon which said Steamship Denali was engaged when the stranding occurred.

It is hereby further Ordered that the books and documents above described, concerning which petitioner shall make discovery, shall be available to claimants and their proctors by petitioner, in the offices of its proctors, on and after Wednesday, October 13, 1937, until the date of trial, during ordinary office hours, subject to examination and copy, in behalf of said claimants;

It is hereby further Ordered that if any of such records and documents be not in existence, petitioner shall make and file in the above entitled cause a sworn statement to that effect.

It is hereby further Ordered that all other items of claimants' application for discovery be, and the same are hereby, denied, however, without prejudice to the right of claimants to the issuance of subpoenas duces tecum.

The exceptions of claimants to the foregoing order in so far as adverse to claimants, and exceptions of petitioner to [495] the foregoing order in so far as adverse to petitioner, are hereby allowed.

Done in open court this 13th day of October,
1937.

JOHN C. BOWEN

United States District Judge.

Approved as to form:

HAYDEN, MERRITT,

SUMMERS & BUCEY

Proctors for Claimants Pacific Coast
Coal Company, et al.

Approved:

BOGLE, BOGLE & GATES

Presented by:

J. E. HULLIN

Of Proctors for Petitioner.

[Endorsed]: Filed Oct. 13, 1937. [496]

[Title of District Court and Cause.]

PETITIONER'S STATEMENT RELATING TO
NON-EXISTENCE OR LOSS OF REC-
ORDS AND DOCUMENTS NAMED FOR
DISCOVERY.

State of Washington,
County of King.—ss.

Thomas Healy, being first duly sworn, on oath
deposes and says:

That at all times hereinafter mentioned he was
the master of the Steamship Denali, lost as the

result of stranding on a reef situated off the southeasterly end of Zayas Island, Caamano Passage, May 19, 1935; that he makes this affidavit in compliance with the order of the above entitled court in this cause dated the 13th day of October, 1937, requiring the discovery of certain documents and records therein referred to:

(1) As to Item (2) of said order, your affiant states that there is not now in existence, nor has there ever been any port log or logs of the Steamship Denali covering the voyage in question and during the period he was master of said vessel.

(2) As to Item (4) of said order, your affiant states that all azimuth books or azimuth book records of the Steamship Denali for the active part of the voyage upon which the Steamship Denali stranded are non-existent and were in fact lost with said vessel. [497]

(3) As to Item (5) of said order, your affiant states that the compass deviation cards made or in use on the active voyage upon which said Steamship Denali was engaged when the stranding occurred, are non-existent and were in fact lost with said vessel.

THOMAS HEALY

Subscribed and sworn to before me this 14th day of October, 1937.

STANLEY B. LONG

Notary Public in and for the State of Washington,
residing at Seattle.

Copy received Oct. 15, 1937.

HAYDEN, MERRITT,
SUMMERS & BUCEY

Proctors for Claimant, Pacific Coast
Coal Co., et al.

[Endorsed]: Filed Oct. 15, 1937. [498]

[Title of District Court and Cause.]

DEMAND FOR PRODUCTION OF
DOCUMENTS AT TRIAL.

To Alaska Steamship Company, Petitioner above
named, and to Bogle, Bogle & Gates, its
Proctors:

You, and each of you, are hereby notified that
the claimants Pacific Coast Coal Company, et al.,
hereby demand that you produce at the trial of the
above entitled cause, set for October 19, 1937, and
make available during the continuance of said trial,
documents and papers material and relevant to the
issues in the above entitled cause as follows, to-wit:

(1) The "Denali's" deck logs, both rough and
smooth, for the period beginning 1932 up to and
including May 19, 1935;

(2) The "Denali's" engine logs, both rough and
smooth, for the period beginning 1932 up to and
including May 19, 1935;

(3) The "Denali's" port logs, for the period beginning 1932, up to and including May 19, 1935;

(4) The "Denali's" bell books, for the period beginning 1932, up to and including May 19, 1935;

(5) All records, requisitions, reports, etc. relative to repairs, renewals or replacements for the steamship "Denali", and all records of the same having been furnished and performed upon or for the said steamship (inclusive of labor and material sheets), for the period beginning with the year 1932 and ending May 19, 1935; [499]

(6) All azimuth books or records, or copies thereof if originals be unavailable, of or for the steamship "Denali" for the period beginning with the year 1930, up to and including May 19, 1935;

(7) All compass deviation records or cards or data of or for the steamship "Denali", both as to the standard compass and as to the steering compass, for the period beginning with the year 1930, up to and including May 19, 1935, inclusive of such records or cards or data not in your possession but under your power and control, in the hands of independent compass adjusters, used and employed by you for compass adjustment;

(8) Construction plans for the steamship "Denali";

(9) All general instructions in effect in May, 1935, prior to May 19, 1935, issued to masters, pilots and navigating officers;

(10) All specific instructions in effect during

May, 1935, prior to May 19, 1935, issued to the master, pilot and navigating officers of the steamship "Denali";

(11) All instructions as to the maintenance of vessels in general or the steamship "Denali" in particular, effective as of May 16, 1935;

(12) All charts on board the steamship "Denali" upon the voyage upon which she stranded, particularly that chart in use at the time of stranding;

(13) Any and all corporate by-laws, general instructions, letters or other writings granting, limiting or outlining the authorities and duties of the several executive officers and representatives of the Alaska Steamship Company in effect during May, 1935, on and before the 16th of that month;

(14) Manifest of cargo on the voyage upon which the "Denali" stranded;

(15) Stowage plan of such cargo;

(16) All correspondence and communications between shippers and consignees of cargo on board the steamship "Denali" at the time of stranding, and petitioner, its representatives and agents, relative to the booking, loading and dispatching of the steamship "Denali" on such voyage, with particular reference to the time of her departure from loading ports and her arrival at dispatching ports; [500]

(17) All records, orders and bills connected with the repair, adjustment or compensation of compasses on the steamship "Denali" during the period beginning 1930 and ending May 19, 1935;

(18) All reports of the petitioner and all reports of masters and officers of the steamship "Denali" respecting the condition of the steamship "Denali", and respecting any accidents or disasters suffered by said steamship during the period beginning with the year 1930, and ending with such reports relative to her final loss on May 19, 1935;

(19) All communications between the master, pilot and officers of the steamship "Denali" and other representatives of petitioner relative to her stranding and ultimate loss in May, 1935;

(20) All records reflective of the practice of the petitioner in respect to the adjustment of compasses of its vessels generally, showing when orders for adjustment were given, how often, by whom, and to whom;

(21) All reports, or copies thereof, made by petitioner or its representatives, or by the master or officers of the steamship "Denali" to underwriters or their representatives in reference to or in explanation of the stranding of the steamship "Denali" on May 19, 1935, or in proof of loss resulting from such stranding;

(22) All reports, or copies thereof, made by petitioner or its representatives, or by the master or officers of the steamship "Denali" to any and all governmental boards, bureaus, commissions, agencies or authorities relative to the stranding of the steamship "Denali" on May 19, 1935, and her ultimate loss.

Dated this 15th day of October, 1937.

BIGHAM, ENGLAR, JONES
& HOUSTON
HAYDEN, MERRITT,
SUMMERS & BUCEY
Proctors for Claimants Pacific Coast
Coal Company, et al.

Copy received Oct. 16, 1937.

BOGLE, BOGLE & GATES

[Endorsed]: Filed Oct. 18, 1937. [501]

[Title of District Court and Cause.]

APPLICATION FOR DISCOVERY
OF DOCUMENTS.

Comes now the claimant, United States of America, and applies to the above entitled Court for an order requiring the petitioner, Alaska Steamship Company, to make discovery and production, under oath, of any and all documents and papers within its possession, or in possession of any third party subject to the control of the petitioner, relating to any matter or question in issue in the above entitled case, subject to be examined and copied by the said claimant, or its proctors, in preparation for trial, and subject to be otherwise controlled by order of the above entitled Court, particularly the documents and papers as follows:

1. All deck and engine log books of the Steamship "Denali", for the year 1934.

2. All bell books of the steamship "Denali", for the year 1934.

3. Any and all documents, requisitions or reports for repairs, renewals or new equipment, recommended for or needed by the Steamship "Denali", and all record of repairs, renewals or new equipment performed upon or furnished upon or to the steamship "Denali", for the year 1934.

4. All compass deviation records, or cards, or data of or for the steamship "Denali", for the period beginning with the year 1930, up to and including May 19, 1935, including [502] any and all records, cards or data not in possession of petitioner, but under the power and control of petitioner, in the hands of independent compass adjusters, used and employed by petitioner for compass adjustment.

5. Any and all instructions in effect during the month of May, 1935, prior to May 19, 1935, issued to the master, pilot and navigating officers of the steamship "Denali".

6. All instructions as to the maintenance of vessels in general, or the steamship "Denali" in particular, in effect as of May 16, 1935.

7. Any and all corporate by-laws, general instructions, letters or other documents granting, eliminating or outlining the authorities and duties of the several executive officers and representatives of petitioner, in effect prior to and on May 16, 1935.

8. All records, orders and bills connected with the repair, adjustment or compensation of com-

passes on the steamship "Denali", for the years 1930 to 1933, inclusive.

9. All communications, reports or copies thereof, made by and between the master, pilot and officers of the steamship "Denali", relative to her stranding and ultimate loss in May, 1935, to and with,

(a) Officers or other representatives of the petitioner.

(b) Underwriters or other representatives with reference to, or in explanation of the stranding of the steamship "Denali" on May 19, 1935, or any proof of loss resulting from such stranding.

(c) Any and all Governmental boards, bureaus, commissions, agencies or authorities, relative to the stranding of the steamship "Denali" on May 19, 1935.

10. All communications, reports, or copies thereof, made by petitioner, or its representatives, relative to the stranding and ultimate loss of the steamship "Denali" on May 19, 1935, made to

(a) Underwriters, or their representatives, with reference to, or in explanation of the stranding of the steamship "Denali" on May 19, 1935, [503] or any proof of loss resulting from such stranding.

(b) Any and all Governmental boards, bureaus, commissions, agencies or authorities.

This application made under Admiralty Rule 32, as based upon the files and records in the above entitled cause.

J. CHARLES DENNIS

United States Attorney.

F. A. PELLEGRINI

Assistant United States Attorney.

Proctors for Claimant, United States
of America.

Copy received Oct. 18, 1937.

BOGLE, BOGLE & GATES

[Endorsed]: Filed Oct. 18, 1937. [504]

[Title of District Court and Cause.]

DEMAND FOR PRODUCTION OF
DOCUMENTS AT TRIAL.

To Alaska Steamship Company, Petitioner above named, and to Bogle, Bogle & Gates, its Proctors:

You, and each of you, are hereby notified that the claimant United States of America, hereby demands that you produce at the trial of the above entitled cause, set for October 19, 1937, and make available during the continuance of said trial, documents and papers material and relevant to the issues in the above entitled cause as follows, to-wit:

(1) The "Denali's" deck logs, both rough and smooth, for the period beginning 1932 up to and including May 19, 1935;

(2) The "Denali's" engine logs, both rough and smooth, for the period beginning 1932 up to and including May 19, 1935;

(3) The "Denali's" port logs, for the period beginning 1932, up to and including May 19, 1935;

(4) The "Denali's" bell books, for the period beginning 1932, up to and including May 19, 1935;

(5) All records, requisitions, reports, etc. relative to repairs, renewals or replacements for the steamship "Denali", and all records of the same having been furnished and performed upon or for the said steamship (inclusive of labor and material sheets), for the period beginning with the year 1932 and ending May 19, 1935; [505]

(6) All azimuth books or records, or copies thereof if originals be unavailable, of or for the steamship "Denali" for the period beginning with the year 1930, up to and including May 19, 1935;

(7) All compass deviation records or cards or data of or for the steamship "Denali" both as to the standard compass and as to the steering compass, for the period beginning with the year 1930, up to and including May 19, 1935, inclusive of such records or cards or data not in your possession but under your power and control, in the hands of independent compass adjusters, used and employed by you for compass adjustment;

(8) Construction plans for the steamship "Denali";

(9) All general instructions in effect in May, 1935, prior to May 19, 1935, issued to masters, pilots and navigating officers;

(10) All specific instructions in effect during May, 1935, prior to May 19, 1935, issued to the master, pilot and navigating officers of the steamship "Denali";

(11) All instructions as to the maintenance of vessels in general or the steamship "Denali" in particular, effective as of May 16, 1935;

(12) All charts on board the steamship "Denali" upon the voyage upon which she stranded, particularly that chart in use at the time of stranding;

(13) Any and all corporate by-laws, general instructions, letters or other writings granting, limiting or outlining the authorities and duties of the several executive officers and representatives of the Alaska Steamship Company in effect during May, 1935, on and before the 16th of that month;

(14) Manifest of cargo on the voyage upon which the "Denali" stranded;

(15) Stowage plan of such cargo;

(16) All correspondence and communications between shippers and consignees of cargo on board the steamship "Denali" at the time of stranding, and petitioner, its representatives and agents, relative to the booking, loading and dispatching of the steamship "Denali" on such voyage, with particular reference to the time of her departure from loading ports and her arrival at dispatching ports; [506]

(17) All records, orders and bills connected with the repair, adjustment or compensation of com-

passes on the steamship "Denali" during the period beginning 1930 and ending May 19, 1935;

(18) All reports of the petitioner and all reports of masters and officers of the steamship "Denali" respecting the condition of the steamship "Denali", and respecting any accidents or disasters suffered by said steamship during the period beginning with the year 1930, and ending with such reports relative to her final loss on May 19, 1935;

(19) All communications between the master, pilot and officers of the steamship "Denali" and other representatives of petitioner relative to her stranding and ultimate loss in May, 1935;

(20) All records reflective of the practice of the petitioner in respect to the adjustment of compasses of its vessels generally, showing when orders for adjustment were given, how often, by whom, and to whom;

(21) All reports, or copies thereof, made by petitioner or its representatives, or by the master or officers of the steamship "Denali" to underwriters or their representatives in reference to or in explanation of the stranding of the steamship "Denali" on May 19, 1935, or in proof of loss resulting from such stranding;

(22) All reports, or copies thereof, made by petitioner or its representatives, or by the master or officers of the steamship "Denali" to any and all governmental boards, bureaus, commissions, agencies or authorities relative to the stranding of

the steamship "Denali" on May 19, 1935, and her ultimate loss.

Dated this 15th day of October, 1937.

(Signed) J. CHAS. DENNIS

United States District Attorney.

By F. A. PELLEGRINI

Assistant United States District Attorney.

Copy received Oct. 18, 1937.

BOGLE, BOGLE & GATES

[Entered]: Filed Oct. 18, 1937. [507]

[Title of District Court and Cause.]

MOTION FOR ORDER REQUIRING
PRODUCTION OF DOCUMENTS.

Motion in behalf of claimant United States of America and claimants Pacific Coast Coal Company, et al., under United States Supreme Court Admiralty Rule 32, for an order requiring production by the petitioner herein, its agent or representative, of the documents noted below, relating to matters in question in this cause, in its possession or power, said documents, after being produced, to be dealt with in such manner as shall appear just to the Court. The documents to be produced are the following:

(1) The "Denali's" deck logs, both rough and smooth, for the period beginning 1932 up to and including May 19, 1935;

(2) The "Denali's" engine logs, both rough and smooth, for the period beginning 1932 up to and including May 19, 1935;

(3) The "Denali's" port logs, for the period beginning 1932, up to and including May 19, 1935;

(4) The "Denali's" bell books, for the period beginning 1932, up to and including May 19, 1935;

[508]

(5) All records, requisitions, reports, etc. relative to repairs, renewals or replacements for the steamship "Denali", and all records of the same having been furnished and performed upon or for the said steamship (inclusive of labor and material sheets), for the period beginning with the year 1932 and ending May 19, 1935;

(6) All azimuth books or records, or copies thereof if originals be unavailable, of or for the steamship "Denali" for the period beginning with the year 1930, up to and including May 19, 1935;

(7) All compass deviation records or cards or data of or for the steamship "Denali", both as to the standard compass and as to the steering compass, for the period beginning with the year 1930, up to and including May 19, 1935, inclusive of such records or cards or data not in your possession but under your power and control, in the hands of independent compass adjusters used and employed by you for compass adjustment;

(8) Construction plans of the steamship "Denali";

(9) All general instructions in effect in May, 1935, prior to May 19, 1935, issued to masters, pilots and navigating officers;

(10) All specific instructions in effect during May, 1935, prior to May 19, 1935, issued to the master, pilot and navigating officers of the steamship "Denali";

(11) All instructions as to the maintenance of vessels in general or the steamship "Denali" in particular, effective as of May 16, 1935;

(12) All charts on board the steamship "Denali" upon the voyage upon which she stranded, particularly that chart in use at the time of stranding;

(13) Any and all corporate by-laws, general instructions, letters or other writings granting, limiting or outlining the authorities and duties of the several executive officers and representatives of the Alaska Steamship Company in effect during May, 1935, on and before the 16th of that month;

(14) Manifest of cargo on the voyage upon which the "Denali" stranded; [509]

(15) Stowage plan of such cargo;

(16) All correspondence and communications between shippers and consignees of cargo on board the steamship "Denali" at the time of stranding, and petitioner, its representatives and agents, relative to the booking, loading and dispatching of the steamship "Denali" on such voyage, with particular reference to the time of her departure from loading ports and her arrival at dispatching ports;

(17) All records, orders and bills connected with the repair, adjustment or compensation of compasses on the steamship "Denali" during the period beginning 1930 and ending May 19, 1935;

(18) All reports of the petitioner and all reports of masters and officers of the steamship "Denali" respecting the condition of the steamship "Denali", and respecting any accidents or disasters suffered by said steamship during the period beginning with the year 1930, and ending with such reports relative to her final loss on May 19, 1935;

(19) All communications between the master, pilot and officers of the steamship "Denali" and other representatives of petitioner relative to her stranding and ultimate loss in May, 1935;

(20) All records reflective of the practice of the petitioner in respect to the adjustment of compasses of its vessels generally, showing when orders for adjustment were given, how often, by whom, and to whom;

(21) All reports, or copies thereof, made by petitioner or its representatives, or by the master or officers of the steamship "Denali" to underwriters or their representatives in reference to or in explanation of the stranding of the steamship "Denali" on May 19, 1935, or in proof of loss resulting from such stranding;

(22) All reports, or copies thereof, made by petitioner or its representatives, or by the master or officers of the steamship "Denali" to any and all governmental boards, bureaus, commissions, agen-

cies or authorities relative to the stranding of the steamship [510] "Denali" on May 19, 1935, and her ultimate loss.

Dated this 20th day of October, 1937.

J. CHAS. DENNIS

United States District Attorney.

By

Asst. U. S. District Attorney.

Proctors for United States of America.

BIGHAM, ENGLAR, JONES

& HOUSTON

HAYDEN, MERRITT,

SUMMERS & BUCEY

Proctors for Claimants Pacific Coast

Coal Company, et al.

Copy received 10/20/37.

BOGLE, BOGLE & GATES

Proctors for Pet.

[Endorsed]: Filed Oct. 20, 1937. [511]

[Title of District Court and Cause.]

STIPULATION LIMITING ISSUES.

By and between petitioner, Alaska Steamship Company, and claimants, United States of America and Pacific Coast Coal Company, et al., it is hereby stipulated:

(1) That the allegations of Article I and Article II of the petition for exoneration and limitation herein are admitted;

(2) That the allegations of said claimants relative to their several sovereign, corporate, partnership and individual existence are admitted;

(3) That for the purpose of the trial before the court (now set for October 19, 1937) upon the questions of exoneration and limitation, and for the purpose of the decree of the court upon such questions, it is admitted that each of said claimants has sustained cargo loss in the minimum sum of One Dollar, actual loss to be determined as hereinafter specified; [512]

(4) That all questions and proofs pertaining to the right of individual claimants to file and assert claims in the above entitled cause, including (a) service upon petitioner or its agents of claims or notices of claims, (b) insurance and payment of losses by underwriters, and (c) the amounts of actual damages sustained by each claimant, are deferred until after such decree of the above entitled court—such proofs to be taken before the United States Commissioner appointed in this cause, unless

hereafter otherwise stipulated or otherwise ordered by the court.

BOGLE, BOGLE & GATES

Proctors for Petitioner.

BIGHAM, ENGLAR, JONES
& HOUSTON

HAYDEN, MERRITT,

SUMMERS & BUCEY

Proctors for claimants Pacific Coast
Coal Company, et al.

J. CHARLES DENNIS

United States District Attorney.

By F. A. PELLEGRINI

Assistant U. S. District Attorney.

[Endorsed]: Filed Oct. 13, 1937. [513]

TRIAL PROCEEDINGS

October 19, 1937,

10:00 O'Clock A. M.

The Court: Are the parties and counsel ready to proceed with the trial In the Matter of the Petition of Alaska Steamship Company, a corporation, Owner of the American Steamship "Denali", for Limitation of Liability?

Mr. Bogle: The Petitioner is ready, Your Honor.

Mr. Ryan: The Claimants are ready.

The Court: Do counsel feel that the arrangement of counsel table will accommodate them? I

will say this, there will be some temptation, I assume, for counsel and others attending the trial to use the jury box, but I have found in the past that does not work out conveniently for the Court, so you may arrange the counsel tables in such a manner as to accommodate you all.

I would like to remind all those connected with the trial that the acoustics in the courtroom are very poor, and request that each and all of you in addressing yourselves to any matter connected with the case that you try to do so in a clear voice so that all present may hear you. You may proceed.

Mr. Bogle: If Your Honor please, there has been served on the Petitioner in this case by opposing Claimants a demand for the production of documents, and on behalf of the United States an application for discovery of documents under Admiralty Rule 32. These were served yesterday, and I haven't had a chance to examine them in detail, but I think the application for discovery served by the United States is substantially the same [514] application that was made by the Claimants, which was presented to Your Honor and upon which Your Honor made a ruling. The documents, so far as the Petitioner is able to produce them, are produced for inspection of the Claimants.

The Court: In response to the demand for production of documents at the trial?

Mr. Bogle: No. That was an application for the discovery of documents. I say, the United States has filed an application for discovery of documents.

I do not see Mr. Pellegrini here to argue this matter, and I would assume they would want to argue that before we start the trial.

Mr. Summers: If Your Honor please, Mr. Pellegrini advised me that he would not be able to be in attendance this morning on account of a Grand Jury in Tacoma. There is an Assistant United States District Attorney here who is not familiar with the document that counsel mentions, or with this proceeding. It would seem to me proper that the matter await Mr. Pellegrini's appearance in Court tomorrow, since it is a matter that is filed on behalf of the Government.

Mr. Bogle: That is quite satisfactory.

The Court: Very well.

Mr. Bogle: Is it the desire of Claimants that we take up at this time the demand for production of documents?

Mr. Ryan: I think perhaps it would expedite matters if they are all heard at the same time. I am willing that should go over until tomorrow morning. If you want to argue it now, we are prepared. [515]

Mr. Bogle: It makes very little difference. There is no obligation on the part of the Petitioner to comply with it until it is presented to the Court.

The Court: The Court has no desire to direct the proceedings in that regard in any manner that would be inconvenient to counsel. I want to consider the convenience of counsel on both sides, and if it